

TAMIL NADU TRANSMISSION CORPORATION LTD

E-TENDERING

TENDER SPECIFICATION FOR

THE SUPPLY OF THIRD HARMONIC LEAKAGE CURENT ANALYSER FOR

SURGE ARRESTERS

TANTRANSCO SPECIFICATION NO.P&C-1060/05.05.2022

**Office of the Superintending Engineer/Design,
Protection & Communication,
2nd Floor, TANTRANSCO Building,
144, Anna Salai,
Chennai - 600 002.
TAMIL NADU.**

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FOREWORD e-Tender Notice

Online e-bids are invited from eligible and interested firms for the work on competitive bidding through the e-tender portal of NIC.
<https://tntenders.gov.in/nicgep/app>

1	Tender Specification Number	P & C 1060 Dated 05.05.2022
2	Name of the Work	Supply of Third Harmonic Leakage Current Analyser for Surge Arresters with accessories as detailed in the specification.
3	Quantity	1. Third Harmonic Leakage Current Analyser for Surge Arresters – 9 Nos.
4	Nature of Tender	Goods
5	Mode of Tender	E-Tendering
6	Type of Tender	Online Single Part Open Tender System
7	URL for online submission of e-tender	https://tntenders.gov.in/nicgep/app
8	(a) Earnest Money Deposit (EMD)	<p>Rs. 92,100/- (Rupees Ninety Two Thousand One Hundred only)</p> <p>The Earnest Money Deposit specified above should be in the form of NEFT/RTGS/Irrevocable Bank Guarantee from nationalized Bank. Irrevocable Bank Guarantee should be in the prescribed format (Schedule H- I) accompanied with tender in Non-Judicial Stamp Paper of Rs.100/- from nationalized bank valid for a period of one year. The TANTRANSCO Account details furnished below for the way of EMD Account transfer to TANTRANSCO's account through NEFT/RTGS Mode.</p> <p style="text-align: right;">Account No. : 0911201022266 Name of the Bank: Canara Bank Branch : Mount Road, Chennai IFSC code : CNRB0000911</p>
	(b) EMD exemption for bidder under MSMED Act 2006	<p>The Scanned copy of Proof for EMD exemption under MSMED act 2006 such as</p> <p>a) Certificates from Chartered Accountant for those whose Turnover includes the export proceeds</p> <p>b) Certificate for investment value in Plant and Machinery and</p> <p>c) Udyam Registration Number updated with</p>

		details of ITR and the GST Return for the previous financial year and such other additional information as may be required on self declaration basis, shall be uploaded
	b) PEMD Rs.20,00,000/-	Rs.20,00,000/- (Rupees Twenty lakh only) Scanned copy of Proof of PEMD shall be uploaded.
9	Tender document download start date and time	12.05.2022 @ 17.00 Hrs.
10	Clarification start date and time	16.05.2022 @ 11.00 Hrs.
11	Clarification end date and time	31.05.2022 @ 17.00 Hrs.
12	Online Bid submission start date and time	01.06.2022 @ 11.00 Hrs.
13	Online Bid submission end date and time	14.06.2022 @ 14.00 Hrs.
14	Last date and time for submission of EMD	14.06.2022 @ 12.00 Hrs. The EMD amount has to be received in TANTRANSCO account through e-payment, by 2 hours before closing time of tender.
15	Date & Time of opening of e-tender Techno commercial offer	15.06.2022 @ 15.00 Hrs.
16	e-tender documents are available at	TANTRANSCO web site (www.tantransco.gov.in) and TN Govt. Web Site (www.tenders.tn.gov.in) & e-portal https://tntenders.gov.in/nicgep/app)
17	Documents to be uploaded by the Tenders during online submission of e-tender	All the documents in support of BQR, Price bid (BOQ) and specification requirements shall be enclosed with the bid.
18	Place at which tenders will be Opened	Office of the Superintending Engineer/ Design/ P&C, 2 nd Floor, Southern Wing, TANTRANSCO Building, 144 Anna Salai, Chennai-2.
19	Period of contract	One year from the date of acceptance of P.O.
20	Delivery period	As mentioned in Delivery Clause.
21	Clarification, if any, to be sought for from	Chief Engineer/Protection & Communication, Tamilnadu Transmission Corporation Ltd., 2 nd Floor, Southern Wing, TANTRANSCO Building, 144 Anna Salai, Chennai-2. India. Email: cepc@tnebnnet.org , sedpcchn@tnebnnet.org

NOTE:

1. In the event of the specified date of opening of bids being declared holiday, the bid shall be opened on the next working day at the same time and venue.
2. Bid document can be downloaded free of cost and submitted online through the website <http://tntenders.gov.in/nicgep/app> only by those bidders, who

are having valid Digital Signature Certificate and the bid document cannot be purchased from the office of the Chief Engineer by remitting the cash in the office of the Chief Engineer and no pre request for issue of bid document will be entertained in the Office of the Chief Engineer / TANTRANSCO.

3. The contractors who had downloaded the Bid document from the website shall submit the Bid document through NIC Website before the scheduled time of submission. The electronic bidding systems would not allow any late submission of bids. (No bid document (Hard Copy) is to be sealed and brought to the office of the Chief Engineer for placing in Tender Box).
4. The Tenderers shall ensure whether any Clarification/Amendment is issued to the Specification, before submission of their Tender, by visiting the respective Website regularly.
5. For other details refer "**Instruction to Bidders**" in the tender document.
6. Wherever PURCHASER is mentioned in this tender document it shall be constructed as "TANTRANSCO Ltd."

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

1) Bidding Process:

The entire bidding process is in one stage and will be through e-tender.

2) Process of e-tender:

The e-tender shall have only one part - Techno-Commercial Bid and Price Bid.

The bidder must fill up both Techno-Commercial Bid and Price Bid in a single part of e-tender and upload all necessary documents before making final submission. During tender opening, the Techno-Commercial bids and Price bids will be opened electronically on specified date and time as given in the tender document. The EMD and Techno-Commercial bids will be evaluated along with the price bid and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders.

During the bid submission in e-tender, bidders are advised to use ***Attach Documents*** link to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 8 MB.

Once documents are uploaded in the library, vendors can attach documents through ***Attach Document*** link by selecting the particular tender from the dropdown list.

The bidder should note that only a file which is "attached" with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non-submission of bid in e-tender.

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 TANTRANSCO after opening of the e-tender.**

Upon successful submission of e-tender, the Bidder shall receive a bid

acknowledgement mail from the system automatically in the registered email id.

Bidders are advised to see the web site regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said tender after downloading the tender document. **The responsibility of downloading the related corrigendum, if any, will be that of the bidders.**

E-tender cannot be accessed after the due date and time for bid submission.

3) Bidding in e-tender:

a) During bid submission process in e-tender, the bidder should allow to run a application JAVA ENCRYPTION APPLET (process along with screenshot available at vendor guide) by accepting the risk and clicking on run. This exercise has to be done twice immediately before clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

b) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid have been saved, the bidder can click on the "Final Submission" button to register their bid.

c) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

d) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

e) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.

g) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

h) TANTRANSCO reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.

i) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.

j) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.

k) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT.

l) No deviation to the technical and commercial terms & conditions are allowed.

m) **Bidders are not required to sign in each page of the tender specification. Instead bidders are required to sign a declaration document as specified in Schedule F of the specification.**

It may be noted by the bidders that NIC is a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TANTRANSCO and the successful bidder(s) subsequent to the bidding process.

* * *

SECTION – I
EARNEST MONEY DEPOSIT

- 1) Tenderer should pay the specified amount towards Earnest Money Deposit is Earnest Money Deposit: **Rs.92,100/-** (Rupees Ninety Two Thousand One Hundred only)
- 2) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS as mentioned above in 8(a) of Foreword 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 TANTRANSCO account **through e-payment, two hours before closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.**
- 3) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS/Irrevocable Bank Guarantee from Nationalized Bank. In the case of Irrevocable Bank Guarantee for an amount specified in the Tender Specification from Nationalized Bank, it should be a single Bank Guarantee valid for a period of one year. "Any other mode of payment of EMD other than NEFT/RTGS/Irrevocable Bank Guarantee from Nationalized Bank shall not be accepted towards EMD and the tenders shall be rejected if the EMD is not paid in the prescribed manner. The TANTRANSCO's Account details furnished below for the way of EMD account transfer to TANTRANSCO's account through NEFT/RTGS Mode.

Account No. : 0911201022266
Name of the Bank : Canara Bank
Branch : Mount Road, Chennai
IFSC code : CNRB0000911

Irrevocable Bank Guarantee towards Earnest Money Deposit for an amount specified in the Tender Specification, in the prescribed format (Schedule H – I) accompanied with tender in Non-Judicial Stamp Paper of Rs.100/- from nationalized bank valid for a period of one year, shall be uploaded.

The scanned copy of proof for payment of EMD (i.e. e-payment receipt) duly reflecting the UTR Number shall be uploaded.

The original proof shall be furnished within one week to TANTRANSCO.

TANTRANSCO shall not be responsible for any delay in submission of EMD by any mode.

The details of proof for payment of EMD physically sent should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid will be summarily rejected.

- 4) The exemption of EMD is covered for the Tenderer under MSMED Act 2006, as per (Per) CMD TANGEDCO Proceedings (Ch) No.29, Dt:06.08.2020.

The bidders should submit the certificate from Chartered Accountant along with the bid whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or devices or both and included in the total turnover.

The investment value in Plant and Machinery for the purpose has to be certified by a Chartered accountant and the same is to be uploaded in the bid in case the bidder claims EMD exemption.

The SSI unit shall also be registered under Udyam Registration and the copy of the certificate may also be enclosed.

An enterprises having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required on self declaration basis.

- 5) The Tenderers who are having valid Permanent EMD with TANTRANSCO for an amount Rs.20,00,000/- and above are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

Scanned copy of Proof of PEMD shall be uploaded.

- 6) The original PEMD Certificate should be produced for verification on demand by the purchaser if warranted.

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

- 7) The bids not uploaded with EMD/PEMD/EMD exemption proof will be summarily rejected.

- 8) The EMD will not carry any interest.

- 9) In the event of failure to remit Security Deposit **within 30 days from the date of receipt of P.O.**, EMD shall be forfeited and order be cancelled. The award may be made to L2 tender.

- 10)The Earnest Money Deposit of the unsuccessful tenderers will be refunded on their application for refund to the Superintending Engineer/Design/P&C after intimation of the rejection/non-acceptance of their tender offer is sent to them.

- 11)In respect of the successful tenderer, the E.M.D. remitted by him will be either carried over as a part of the Security Deposit cum performance guarantee (SDPG) payable by the tenderer or refunded after remittance of full amount towards SDPG. However the mode of refund of EMD of successful tenderer by carry over to SDPG or refund will be the discretion of TANTRANSCO.

12) Cheque will not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

13) The following categories of tenderers are exempted from payment of EMD.

11.1 The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.

11.2 The Small Scale Industrial Units Registered with the National Small Industries Corporation.

11.3 The SSI Units holding Acknowledgement issued for EntrepreneurMemorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/ Acknowledgement has been issued.

11.4 Departments of the Government of Tamil Nadu.

11.5 Undertakings and Corporations owned by the Government of Tamil Nadu.

11.6 Labour Contract Co-operative Societies.

11.7 Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu in respect of those items for which the Registration Certificate issued.

11.8 Small Scale Industrial Units located outside the Tamilnadu State and such of those units registered with National Small Industries Corporation (NSIC) in respect of the those items covered under Registration Certificate.

11.9 UAM submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI units while participating in TANTRANSCO tenders.

11.10 The bidder claiming EMD exemption as under Micro and small industries shall comply the composite criteria stipulated in the Ministry of Micro Small and Medium Enterprises, GOI Notification No.S.O.2347 (E) dated 16.06.2021. In the aforesaid notification GOI has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in "Udyam Registration Portal" to obtain an e-certificate viz. Udyam Registration Certificate. In this context refer the following stipulations.

a) Composite Criteria:

A composite criteria of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium. The composite criteria stipulated in the said notification are to be

complied by **the micro and small industries for claiming EMD exemption and purchase preference in TANGEDCO's tenders floated from 01.07.2020 onwards.**

b) Classification of Enterprises:

An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:--

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

c) Calculation of Turnover:

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.

However, a certificate from Chartered Accountant, along with the bid are required in bid submittal from those bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

d) Calculation of Investment:

The Plant and Machinery shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the *Explanation I* to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

The investment value in Plant and Machinery for the purpose has to be certified by a Chartered accountant and the same is to be uploaded in the bid in case the bidder claims EMD exemption.

e) Registration of existing enterprises:

- i. All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- ii. All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.
- iii. As per MSME Notification S.O.278E (ref: msme-latest-notification-278E), the existing enterprises registered under EM-Part-II or UAM prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2022 .
- iv. An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

f) Updation and transition period in classification :

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self declaration basis.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

In case the investment held by Small Scale Industrial Unit 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.

11.11) SSI units having provisional registration certificate are not eligible for exemption from EMD.

14) Those tenderers who are exempted from payment of EMD shall upload in lieu of EMD an undertaking in a non-judicial Stamp paper of value not less than Rs.100/- (Rupees One Hundred only) in the form as per Schedule-H-II to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD/Security Deposit 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.

15) Small Scale Industries registered within the State of Tamil Nadu shall enclose **duly attested copy of their Registration Certificate** showing the subject materials specifying capacity which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption from payment of EMD.

16) **PEMD holders and EMD exemption eligible bidders are requested to choose the option "Exempted from EMD", in the NIC portal while proceeding with the online submission of bid. It may be noted that exemption of payment of EMD is meant for PEMD/SSI/NSIC/MSMED holders only.** The bidder claiming EMD exemption as under Micro and small industries shall comply the composite criteria stipulated in the Ministry of Micro Small and Medium Enterprises, GOI Notification No. S.O.278E (ref: msme-latest-notification-278E).

Conditions Liable for rejection of bids:

- i) Tenders received without this undertaking specified above under Sl.No. (12) will be disqualified.
- ii) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.
- iii) Signature of witnesses should be affixed at the end of undertaking along with details of name and address.

17) 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.

- 16) The tenderers shall upload the audited attested copy of Profit and Loss Account / Balance Sheet along with the proof for exemption from payment of EMD 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.
- 17) The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD as applicable, failing which the offer will be SUMMARILY REJECTED.**
- i. **The e-receipt of payment of EMD through NEFT/RTGS.**
 - ii. **Irrevocable Bank Guarantee in the prescribed format (SCHEDULE H-I) towards Earnest Money Deposit accompanied with tender in Non-Judicial Stamp Paper of Rs. 100/- from nationalized bank valid for a period of one year.**
 - iii. **The proof of Permanent EMD Holder.**
 - iv. **The proof of exemption of EMD with an undertaking in lieu of EMD and documents in support of investment held in plant and machinery.**
- 18) The Earnest Money Deposit made by Tenderer will be forfeited after opening of e-tender if:
- (a) The tenderer withdraws his tender or backs out after acceptance of the tender.
 - (b) The tenderer withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
 - (c) The tenderer violates any of the conditions of the tender specification.
 - (d) The tenderer revises any of the terms quoted during validity period.
 - (e) The BQR evidences or any other documents are found to be fraudulent/ingenuine, EMD amount will be forfeited in addition to black listing in future tenders with TANTRANSCO.
 - (f) **If the tenderer participated with the proof of PEMD backs out, an amount equivalent to EMD for this tender with GST will be forfeited from the PEMD amount.**
 - (g) The successful Tenderer, who in the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and award of contract be cancelled. Further the award may be made to L2 tender. The belated payment of security deposit shall not be accepted hereafter. The belated payment of security deposit shall not be accepted.
- 19) In case of forfeiture of EMD, the GST on forfeiture of EMD is also applicable and the amount of GST is subject to recovery from bidder.

* * *

SECTION II

BID QUALIFYING REQUIREMENTS OF BIDDERS (BQR)

The bidders shall become eligible to bid on satisfying the following BID QUALIFICATION REQUIREMENTS and on production of the required Documentary evidences along with the tender.

- 1) The bidder shall be a manufacturer or authorized dealer of Original Equipment manufacturer for the tendered items. The manufacturer shall enclose necessary documentary evidence such as Memorandum of Association or Certificate of registration or NSIC or SSI or ISO certificate.
- 2) Authorized dealer shall enclose valid dealership certificate issued by the original manufacturer and Memorandum of Association or Certificate of Registration or NSIC or SSI or ISO certificate of their principal.
- 3) The bidder should have supplied at least two numbers of Third Harmonic Leakage Current Analyser for Surge Arresters to State Electricity Utilities (SEU), Central Electricity Utilities (CEU) or any other Government entities in India during the last ten years from the date of tender opening. P.O. copies of above supplies and necessary documentary evidence from end user in proof of having executed the above orders shall be furnished.
- 4) The bidder shall furnish the performance certificate for atleast one number of Third Harmonic Leakage Current Analyser for Surge Arresters from the SEU, CEU or any other government entities towards satisfactory performance for a period of one year of the tendered item supplied by them during the last ten years from the date of tender opening. In case the bidder supplied the above items to TNEB/TANGEDCO/TANTRANSCO, the end user certificate will be obtained by the tender inviting authority provided relevant details of those Purchase orders including P.O. number, P.O. date, P.O. placing authority etc are clearly mentioned in the bid document.
- 5) Annual turnover of the bidder shall be more than Rs.23 Lakh (Rupees Twenty Three Lakh only), during any one of the last 3 financial years. In case of companies registered under Companies Act 1956, attested copies of Audited financial statements like Profit and Loss account and Balance Sheet for the immediately preceding three financial years may be furnished, and in case of others, the Annual turnover certified by the practicing Chartered Accountant or attested copies of Income tax statements for all the three years may be enclosed as documentary proof of turnover.

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

Note: All the copies of documents furnished as documentary proof for compliance with BQR's should be duly attested by a Notary public.

SECTION – III

REJECTION OF TENDERS

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

- a) The EMD requirements are not complied with.
- b) Not satisfying the Bid Qualification Requirements as stipulated in Section II.
- c) If the BOQ file is found to be modified by the bidder, the bid will be SUMMARILY REJECTED.
- d) if the bidder submits the tender in two part tender system their bid will be summarily rejected.
- e) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents will not be considered.
- f) The offer of the bidders if submitted with the exemption from payment of EMD based on permanent Earnest money deposit (PEMD) will be summarily rejected.

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 I is not signed and enclosed.**
- c) With validity period less than that stipulated in this specification.
- d) Not in conformity with TANTRANSCO's Commercial terms and Technical Specifications.
- e) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- f) Received from those who have not downloaded the copy of the Tender Document from the Website (TANTRANSCO web site (www.tantransco.gov.in) / TN Govt. Web site (www.tenders.tn.gov.in) / NIC (<https://tntenders.gov.in/nicgep/app>))
- g) From any black listed Firm or Contractor.
- h) Received by Telex / Telegram / E-Mail/ Fax.
- i) From a tenderer whose past performance / Vendor rating is not satisfactory
- j) Not containing all required particulars as per Schedules A to M
- k) The tenderer shall clearly indicate in the offer whether the company is a potentially sick industrial company or a sick industrial company in terms

of Sec.15 or Sec.23 of the sick industrial companies special provisions act 1985. Failure to disclose this information will make the tender liable for rejection.

- l) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- m) Not in the prescribed form
- n) Not properly signed by the tenderer,
- o) The details of the e-receipt/ Undertaking in lieu of EMD should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be REJECTED.
- p) The offer of bidders who have not furnished the GSTIN.
- q) from a tenderer who has not quoted PAN No.
- r) If the copy of Type Test Certificates covering all the tests as per relevant latest IS/IEC Standard/ equivalent of the latest revision thereof, obtained from a Govt. recognized Lab and proof are not submitted along with the tender, as indicated in Section-VI Technical of this specification.
- s) If the make and model number of the tendered items not same as shown for the compliance to the aforesaid BQR-1&2 stipulated above

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SECTION – IV
INSTRUCTIONS TO TENDERERS

1.0. E-tenders shall be prepared and submitted strictly in accordance with the Instructions set forth herein. THE TENDERERS WHO DO NOT FULFILL THE "BID QUALIFICATION REQUIREMENTS" NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THE "BID QUALIFICATION REQUIREMENTS" WILL BE SUMMARY REJECTED.

1.1 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 Tenderers shall upload the scanned copy of PAN card and other Relevant documents without fail.

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

2.0 SCOPE OF SUPPLY:

2.1 The scope of supply of the material (described in Schedule-A) includes supply of Third Harmonic Leakage Current Analyser with accessories as detailed in the Tender Specification, at TANTRANSCO stores in Tamil Nadu.

2.2 The quantity indicated in schedule of requirement is approximate. The quantity finally ordered may vary to the extent of 25 % either way of the approximate quantity indicated in the Schedule of requirement. The purchaser reserves the right to issue any number of indents for supply of materials during the contract period.

3.0 SINGLE PART TENDER:

The Tenders shall be in a Single Part. The Techno-Commercial & Price bid will be in a Single Folder, as detailed below.

3.1. i) The folder shall contain (both Techno-Commercial & Price bids):

- (a) Proof for payment of EMD (or) proof of exemption from payment of EMD along with undertaking in lieu of EMD as per format in Schedule-H.
- (b) All required technical and commercial documents including Documentary evidences to satisfy the Bid Qualification Requirement
- (c) Furnish the price in the PRICE SCHEDULE (BOQ) only.

At the time of tender opening, any offer which does not satisfy the above condition will be summarily rejected.

- The folder shall be uploaded to the designated URL
- (ii) The deadline for uploading of the tender is as stipulated in tender notice.
- (iii) Bidders who satisfy the requirement of Earnest Money Deposit will only be opened on the due date and time already mentioned.
- (iv) The price-bid folder will be opened at the same time of opening techno-commercial folder. After that technical evaluation will be carried out.
- 3.2. If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the Chief Engineer / P&C, 2nd Floor, Southern Wing, TANTRANSCO Building, 144, Anna Salai, Chennai – 600002 or through E-Mail: cepc@tnebnet.org.
If this is not done and subsequent to the opening of the tenders, it is found that the doubt, about the meaning or ambiguity in the interpretation, if any of the terms and conditions stipulated in the specification are raised by the tenderer either in this tender or by a separate letter, the interpretation or clarification issued by the Chief Engineer/P&C, TANTRANSCO, Chennai-2 on such terms and conditions shall be final and binding on the tenderer.
- 3.3. The tender documents submitted shall be serially numbered.
- 3.4. All information in the tender offer shall be in ENGLISH only.
- 3.5. The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 3.6. No tender offer shall be allowed to be modified subsequent to the deadline or submission of tender offers.
- 3.7. Tenderer shall bear all costs associated with the preparation and uploading of Bid and the PURCHASER will in no case be responsible or liable for these costs.
- 3.8. No offer shall be withdrawn by the tenderer in the interval between the deadline for submission and the expiry of the period of validity specified/extended validity of the tender offer.
- 3.9. The tenderers are requested to furnish the exact location of the Registered Offices with detailed postal address and Pin code, Telephone and Fax nos. etc., in their tender so as to arrange inspection by the TANTRANSCO, if considered necessary.
- 3.10 The tenderers are requested to furnish the GSTIN NUMBER in their offer without fail. Otherwise the offer is liable for rejection.

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

4.0 SUBMISSION OF TENDER OFFER:

The Tenderer is expected to examine all instructions and Schedules detailed in the Specification and submit the Schedule of prices and other required particulars in the schedules and drawings called for in this specification, only as per the formats prescribed, herein.

- 4.1 **The Tenderer should quote their rates for all the portions of schedule items or otherwise the tender rates will not be considered and will be rejected.**
- 4.2 The Tenderer should work out his own workable rates and the quoted rates should be **FIRM** till the acceptance of the proposal. The tenderer should inspect the site and offer his rates after thoroughly verifying the nature and items of various works involved. No extra claim will be allowed later on.
- 4.3 The tenderer should submit his rates only in the departmental schedule of quantities forms enclosed along with the specification. Otherwise the tender will be rejected at the time of opening the tender itself.
- 4.4 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tender Act, 1998 and the Tamil Nadu Transparency in Tender Rule, 2000 read with its subsequent amendments thereof.
- 4.5 The Tender Offer consisting of Schedules-A to J should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the tender. The date of signature should invariably be indicated.
- 4.6 If the tender is made by an individual, it shall be signed with his full name and his address. If it is made by a firm, it shall be signed with co-partnership name by a member of the firm and address of such member of the firm shall be given. If the tender is made by a corporation, it shall be signed by duly Authorized Officer, who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.
- 4.7 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be enclosed.
- 4.8 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.

5.0. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidding under this contract is electronic bid submission through website https://tntenders.gov.in/nicgep/app_only. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can log on to this website and view the invitation for Bids and can view the details of works for which bids are invited.

5.1. REGISTRATION:

- a) The prospective bidders can submit bids online. However, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
- b) As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
- d) Upon enrolment, the bidders are required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) 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.
- f) Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

5.2. SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be

moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- c) 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.

5.3. PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Bidders are requested to go through the NIT 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.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document 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.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) The completed bid comprising scanned copy of the proof for the payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

5.4. ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ.

- (a) All the scanned documents of bidder which are uploaded shall be duly signed by the bidders and affixed with firm's seal.
- (b) Person who is submitting the bid shall indicate his position in the firm.

- (c) All the documents are required to be signed digitally by the bidder.
- d) After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

5.5 Procedure for submission of bids:

- a) Bidder should log into the site well in advance for bid submission so that he/she 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "online" to pay the EMD amount through RTGS/NEFT by way of account transfer as applicable and enter details of the instrument. EMD may be paid through any other mode stipulated in Section-II (Earnest Money Deposit) of the tender document.
- d) The scanned copy of e-payment receipt of EMD amount/Undertaking in lieu of EMD has to be uploaded. The details of the e-receipt/Undertaking in lieu of EMD, as the case may be physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be **summarily REJECTED**.
- e) A BOQ format for the price bid has been provided with the tender document and to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the 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 file name. If the BOQ file is found to be modified by the bidder, **the bid will be SUMMARILY REJECTED**.
- f) 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.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid

document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) 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.
- j) 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.
- k) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- l) The TANTRANSCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANTRANSCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.
- m) The original proof of e-receipt/Undertaking in lieu of EMD/Undertaking towards Input Tax Credit or any other documents shall be furnished within 1 week on receipt of demand from TANTRANSCO. Failure to furnish the documents as called for will entail the bid to be treated as non-responsive bid and such offers will be summarily rejected.

5.6 Late Bids:

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

5.7 Modification and withdrawal of bids:

1. Bidders may modify their bids online before the deadline for submission of bids.
2. In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid

processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, **modification/withdrawal by other means will not be accepted.** The bidder may withdraw his bid by uploading his request before the deadline for submission of bids. However, if the bid is withdrawn, the re-submission of the bid is not allowed.

3. No bid may be modified after the deadline for submission of Bids.

5.8 ASSISTANCE TO BIDDERS:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.

6.0 OPENING OF TENDER:

6.1.0 OPENING OF BIDS (SINGLE PART):

The Tender offers including Techno-Commercial Offers and Price Bids will be **opened electronically at stipulated time on the date notified at the Office of the Superintending Engineer/Design/P&C, Second Floor, Southern Wing, TANTRANSCO Building, 144 Anna Salai, Chennai-600 002, through <https://tntenders.gov.in/nicgep/app> in the presence of tenderers authorized representative who may wish to be present on the date of opening.**

- 6.1.1 If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.
- 6.1.2 The duly authorized representatives of the Tenderers who are present shall sign the tender opening register.

- 6.2 Even though bids are opened in Single Part Open Tender, **the Bidders who fulfill the Bid Qualifying Requirement criteria and whose bids are found to be commercially and technically acceptable shall be later notified through tender website**

- 6.3. TANTRANSCO will open all the Bids received (except those received late), online at scheduled date and time and this could be viewed by bidders online on the date and time mentioned as above.

In the event of the specified date of Bid Opening being declared a holiday, the bids will be opened at the appointed time and location on the next working day.

- 6.4. In all cases, the amount of bid security and validity of the bid shall be scrutinized. Receipt of original instrument of bid security shall be confirmed by the Employer. Thereafter, the bidders' names and such other details as may consider appropriate, will be recorded as bid opening summary and the same will be uploaded on the e-procurement portal.
- 6.5. The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid security, and such other details as the Purchaser may consider appropriate, will be recorded as bid opening summary and uploaded by the Purchaser on the e-procurement portal. Any bid price, which is not submitted through the e-procurement system, will not be taken into account in Bid Evaluation.
- 6.6. The Purchaser shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the above Sub-clause and upload the same for viewing online.

7.0. PROCESS TO BE CONFIDENTIAL:

- 7.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of their Bid.
- 7.2 The tenderer whether his tender is accepted or not, shall treat the specification, etc, as confidential.

8.0. CLARIFICATION OF BIDS:

- 8.1. To assist in the examination, evaluation, and comparison of Bids, the purchaser may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or

substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the purchaser in the evaluation of the Bid in accordance with Clause 10.

8.2. Subject to sub-clause 8.1, no Bidder shall contact the Purchaser on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, he should do so in writing.

8.3. Any effort by the Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

9.0. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

9.1. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid (a) meets the eligibility criteria, (b) has been properly signed, (c) is accompanied by the required securities and documents and (d) is substantially responsive to the requirements of the Bidding documents.

9.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

9.3. If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

10.0 CORRECTION OF ERRORS:

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

11.0 CURRENCY FOR BID EVALUATION:

The Currency of the bid is in Indian Rupees.

12.0 MODIFICATIONS / CLARIFICATIONS TO TENDER DOCUMENTS:

- 12.1 At any time after the commencement of e-Tender and before the closing of the event, TANTRANSCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- 12.2 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/P&C/TANTRANSCO, Chennai- 600 002 on the clarifications will be final and binding on the Tender.
- 12.3 All tender offers shall be prepared by typing and the formats shall be filled by typing, printed, signed with seal the and scanned copies shall be attached with this specification.
- 12.4 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

13.0 PRINTED TERMS AND CONDITIONS IN TENDERS:

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

14.0 INCOMPLETE TENDERS:

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

15.0 AMBIGUITIES IN CONDITIONS OF TENDERS:

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.

- 15.1** The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 15.2** Tenderers 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.
- 15.3** No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.

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

15.5 DESTINATIONS-WHERE MATERIALS ARE REQUIRED:

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

16.0. INFORMATION REQUIRED AND CLARIFICATIONS:

- 16.1. In the process of examination, evaluation and comparison of tender offers, the TANTRANSCO may, at its discretion, ask the tenderer for a clarification of his offers. All responses to requests for clarification shall be in writing and to the point only. No change in the price or substance of the offer shall be permitted.
- 16.2. The TANTRANSCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 16.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening the tender and prior to the notification of the award and any attempt by any tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tender.
- 16.4 Mere submission of any offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim against the TANTRANSCO for rejection of his offer. The TANTRANSCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the TANTRANSCO.
- 16.5 The Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this Tender.

17.0 EVALUATION AND COMPARISON OF TENDER OFFERS:

- 17.1.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date
- 17.1.2 The tender offers received will be examined to determine whether they are in complete shape, all data required have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the specification without any deviation.
- 17.2 For the purpose of evaluation of the tender offers, the following factors will be taken into account for arriving at the evaluated price:
 - 17.2.1 The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
 - 17.2.2 The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F+ Freight and Insurance) + GST.
 - 17.2.3 Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.
 - 17.2.4 The evaluation shall include State Goods and Services Tax (SGST) , Central Goods and Services Tax (CGST), Integrated Goods and Services Tax (IGST) and all Central duties such as customs duty as a part of the price as detailed below:-
 - i) In evaluation of an imported item, the price has to be determined inclusive of customs duty.
 - ii) In evaluation of the price of articles which are subject to State Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax, the price has to be determined inclusive of such State Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax.
- 17.2.5 The offers will be evaluated as an item wise.
- 17.3 The rates quoted by the eligible lowest tenderer in the open tender shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined.

- 17.4 As the tender is single part tender the price bid is opened along with Techno – Commercial bid. The bidders who have satisfied the BQR, Techno – Commercial conditions will only be considered eligible for Price Bid evaluation. The eligible L1 bidder will be determined who have satisfied the BQR, Techno – Commercial conditions and quoted the lowest price.

In the case Bidder who has quoted lowest price but does not satisfy the BQR, and Techno – Commercial conditions, then that Bid will be disqualified and second lowest price bid among the bidders will be evaluated for BQR, Techno – Commercial conditions. If all the conditions are satisfied, then the next lowest price bid will be determined as L1. The same evaluation method will be adopted for all the quoted Bidders.

18.0 **VALIDITY:**

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

19.0 **RIGHTS OF THE TANTRANSCO**

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

- a) Accept the lowest tender.
- b) Revise the quantities at the time of placing orders.
- c) Reject any or all the tenders or cancel without assigning any reasons there for.
- d) To split the Tender Quantity and place orders on one or more than one Firm to meet the delivery requirements.
- e) To cancel the orders for not keeping up the delivery schedule.
- f) To relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the interest of the TANTRANSCO.
- g) Recover losses if any sustained by TANTRANSCO, from the successful tenderer who pleads inability to supply and backs out of his obligation after award of contract. The Security Deposit cum Performance Guarantee paid shall be forfeited.
- h) To vary the quantity finally ordered to the extent of 25% indicated in the Tender document.

The Purchaser reserves the right to reject to request for any additional information and also reserved the right to reject the proposal of any

tenderer, if in the opinion of the Purchaser, the qualification data is incomplete or in the opinion of the TANTRANSCO the bidder is found not qualified to satisfactorily perform the contract.

The tenderer shall furnish along with their offer all the technical details required in the Schedule of Guaranteed Technical Particulars. The tender offer accepting all commercial terms of the specification will be treated as most responsive offer. Technical deviations adopting the latest technology and which will upgrade the working conditions of the equipments only are accepted.

20.0 DEVIATIONS:

- 20.1 The tenderer shall furnish, if there are any deviations in the commercial and technical terms in the Schedules C-I & C-II Annexed. Deviations mentioned elsewhere will not be considered. If no deviations are furnished, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly, if any deviations are furnished in the said schedules, it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation accordingly.
- 20.2 THE OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS AND TECHNICAL TERMS OF THE TENDER DOCUMENT ARE LIABLE FOR REJECTION.

20.3 NO ALTERNATE OFFER WILL BE ACCEPTED.

- 20.4 Any attempt by any tenderer to bring to bear extraneous pressure on Tender Accepting Authority shall be sufficient reasons to disqualify the tenderer.

21.0 TENDER DOCUMENT:

All the intending e-tenderers are informed that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by such tenderers will be forfeited in addition to blacklisting them for future tenders/ contracts in TANTRANSCO" and also cancelling the award of contract issued to them.

22.0. 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.

23.0.APPEAL:

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

24.0 Permanent Account Number (PAN):

The tenderers are requested to furnish the Permanent Account Number in their offer.

25.0 GST IN

The tenderers are requested to furnish the **GSTIN** in their offer.

* * *

SECTION: V
COMMERCIAL

1.0. A) PRICE:

- 1.1 The Tenderers are requested to quote FIRM price only in the BOQ template enclosed in the tender. The bidder shall download the same and upload after filling relevant columns. The BOQ template must not be modified/ replaced by the bidder, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and rates only.
- 1.2 The Tenderers shall enter the Applicable rate of GST in percentage, Packing and Forwarding & Freight and Insurance charges. The prices quoted should be "Unit All inclusive price" for delivery to TANTRANSCO stores anywhere in Tamil Nadu. The price shall be entered on line.
- 1.3 The prices quoted should be as follows:
- a) Unit Ex-works price.
 - b) Customs duty and any other import tax, rate of customs duty and CIF value of the import material.
 - c) Freight Charges including Packing and Forwarding for delivery to TANTRANSCO Location anywhere in Tamil Nadu.
 - d) Transit Insurance covering storage at site for 90 days from the date of receipt of materials at site.
 - e) Applicable Goods and Services Tax (GST) payable.
 - f) A format for Price schedule is given in Schedule 'A'.

The above breakup details should be clearly indicated in the Schedule-A, in the absence of which the offer shall be liable for rejection.

The Tenderer's are requested to quote FIRM price only., valid for the entire period of the contract. Tenderers shall enter the Applicable rate of GST in percentage, Packing and Forwarding & Freight and Insurance charges. The prices quoted should be "Unit All inclusive price" for delivery to TANTRANSCO stores/site anywhere in Tamil Nadu. The price shall be entered on line.

- 1.4 It is the responsibility of the tenderer to make sure about the correct rates of tax leviable on the materials at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANTRANSCO will not be responsible for the mistake.
- 1.5 The contractor / firm should closely note all the specification clauses which govern the rates while he is tendering. The rates accepted **shall remain FIRM** for the entire duration of contract or any extension thereof. **All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e.**

transaction value. The applicable GST shall be worked out on the transaction value only.

The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed on to TANTRANSCO while quoting the price.

- 1.6 All Type Tests and other tests specified shall be conducted at Tenderer's cost.
- 1.7 The entire cost of testing for acceptance and routine tests and test during manufacture specified herein shall be treated as included in the quoted unit price of materials except for the expenses of Inspector Employer's representative.

1.8 Input Tax Credit under G.S.T.

- 1.8.1 The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid. A certificate to this effect may be furnished along with the tender.
- 1.8.2 The tenderer shall also furnish an undertaking to pass on the input tax credits available under GST to TANTRANSCO, in the format enclosed herewith vide Schedule – J.
- 1.8.3. The successful Tenderer 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 TANTRANSCO.

1.9 PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

The Tenderer shall indicate the Permanent Account No. in 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.

- i. *GST Registration Number:* TANTRANSCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The ID issued to TANTRANSCO is 33AADCT4780AFZA. The details are also posted in TANTRANSCO web portal.
- ii. The bidders should have registered under GST Act and furnish GSTIN. In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.
- iii. The tenderers who opt for composition scheme shall submit the documentary evidence for having registered under composition scheme and shall not claim GST in their invoices.

2.0 CONTRACT PERIOD

The period of contract shall be 1 year from the date of receipt of purchase order.

3.0. DETAILS OF CONSTITUTION OF FIRM :

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

3.2. LEGAL STATUS OF THE FIRM:

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

4.0. DETAILS OF PURCHASE ORDERS ALREADY EXECUTED:

The tenderers shall furnish documentary evidence with details of various Purchase Orders placed on them by other State Electricity Boards and executed during the last three years as on date of tender opening.

5.0. Quantity allocation only as per Act and Rules:

Quantity allocation between successful bidders shall be strictly made by adhering to the provisions of the provisions of Tamil Nadu Transparency in Tender Act and Rules.

The quantity allocation shall be in ascending order of evaluation and not on all the participant bidders i.e. 60% of the tendered quantity to the L1 bidder and the balance 40% to the L2 bidder if he matches the negotiated price of L1 bidder and if the L2 bidder is not matching with the L1, the next bidder shall have to be called for matching in an ascending order.

6.0. PLACING OF ORDERS:

- 6.1 It is not binding on the TANTRANSCO Ltd to accept the lowest or any tender. TANTRANSCO Ltd reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders. The TANTRANSCO Ltd reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.

- 6.2. The award of contract will be issued to the successful tenderer with all TANTRANSCO Ltd's terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted to them for a period of one year. The approved rates will be FIRM and valid for one year from the date of receipt of award of contract or till the date of completion of supply whichever is later.
- 6.3 The TANTRANSCO or any Officers authorized by it, reserves the right to reject any or all the Tenders without assigning any reasons there for and also reserves the right to award the works to the contractor or split the work suitably and award the same to one or more contractor without assigning any reasons there for.

7.0 Goods and Services Tax A :

- 7.1 The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.
- 7.2 The TANTRANSCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4780AFZA) In case of delayed delivery, the GST rate prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

It is the responsibility of the tenderer to make sure about the correct rates of duty liveable on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TANTRANSCO Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST rate prevailing at the time of tendering will only be paid. The Registration No. TANTRANSCO for TDS on GST is 33CHET12024F1DI The TDS on GST will be deducted as per the rules in force.

The TDS on GST will be recovered at appropriate rates, prevailing at the time of deduction.

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

- 7.4 Provided always, it is hereby agreed and declared that in case, where the TANTRANSCO has doubt and belief that GST is not at all payable for the transaction in question, the TANTRANSCO reserves the right to withhold the amount of tax until the party produces an order of court of competent jurisdiction, declaring the liability of the transaction to GST. Concessional rate of GST, if any, shall be taken into account and included in the price quoted giving proof thereof.

8.0 GOODS AND SERVICES TAX B :

The GST registration details of TANTRANSCO are given below:

Sl.No.	TANTRANSCO Details	Data
1	Customer name	Tamil Nadu Transmission Corporation Limited.
2	Postal Address	No.144, 5B Block, Anna Salai, Chennai 600 002
3	Type of customer	Company
4	GSTIN (GST Identification No.)	33AADCT4780AFZA
5	Principal place of Business or Additional place of business	Additional place of business
6	Billing address of the customer	Address of respective circles
7	Registration state	Tamil Nadu

GSTIN details of the bidders may be furnished in the tender without fail.

- 8.1 Provided always, it is hereby agreed and declared that in case, where the TANTRANSCO has doubt and believe that GST is not at all payable for the transaction in question, the TANTRANSCO reserves the right to withhold the amount of tax until the party produces an order of court of competent jurisdiction, declaring the liability of the transaction to GST. Concessional rate of GST, if any, shall be taken into account and included in the price quoted giving proof thereof.

9.0 FREIGHT & INSURANCE:

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

transit, free of cost, lodge and recover claim from Insurance, Underwriters/Carriers.

10.0 PACKING AND FORWARDING:

- 10.1 The packing shall conform to relevant packing standards. The contractor should however, ensure that the packing is such that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. The words "Handle with care" should be printed on the cartons.
- 10.2 The equipment 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 test certificates by the TANTRANSCO. The equipment/Materials shall be unloaded at Destination Stores/Sites by the supplier free of cost.
- 10.3 Each case or package should be clearly marked and should contain detailed packing list.
- 10.4 The despatch of materials/ equipments shall be made only after the approval of test certificates and issue of despatch clearance by the TANTRANSCO for the materials/ equipments concerned. The equipment / materials shall be unloaded at stores/site by contractor at free of cost

11.0 DESPATCH INSTRUCTIONS:

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

12.0 PAYMENT:

- 12.1 Payments will not be made for equipments/materials damaged during transit. All defective materials shall be replaced by the supplier free of charge. Payments will be made only after the approval of the Test Certificates and on receipt of contractor's bills in duplicate duly certified by consignee.
- 12.2 Payments to the suppliers will be made through Public Fund Management System (PFMS) portal from the dedicated account maintained with a Nationalised Bank, by TANTRANSCO. The Bank Charges, if any involved in making the payment will be on the account of the Tenderer. The Tenderer has to furnish the following details of the Bank Account to which the payment be credited.

1. Name of the Account Holder
2. Name of the Bank
3. Branch
4. Account No.
5. IFSC code of the Branch.

12.3 Payment terms:

Invoice has to be uploaded in TANTRANSCO vendor portal and in triplicate shall be furnished to the Superintending Engineer/Design/ Protection & Communication, Chennai -2. Payments will be made from TANTRANSCO's Central Payment department by RTGS/NEFT. The Bank charges involved in making the payment will be to the account of the contractor.

I) For materials delivered within the delivery period:

100% of the all inclusive price (including GST) of the materials of each consignment will be paid, within a time frame of 45 days for SSI units and for Non-SSI units within 90 days from the date of receipt of materials at good condition at site and submission of bills with required documents against submission of 3% Security Deposit cum Performance Bank Guarantee.

II) For materials delivered beyond the delivery period:

100% of the all inclusive price (including GST) of the materials after deducting the appropriate amount of L.D of each consignment will be paid within a time frame of 45 days for SSI units and for Non-SSI units within 90 days from the date of receipt of materials at good condition at site and submission of bills with required documents against submission of 3% Security Deposit cum Performance Bank Guarantee.

12.3.1 For the delayed payments beyond the stipulated time frame for releasing the payment to SSI units and Non-SSI units against procurement of materials contract, the simple interest will be paid for the delayed period at SBI 3 months MCLR rate. The date of the P.O. will be taken as base date to ascertain the interest rate.

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

- (a) There should be no declining trend in prices.
- (b) Payment will be released as per the recent purchase order rate or lowest rate obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.

- (c) TANTRANSCO 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.
- 12.4 The bills for payment will be passed only after the approval/acceptance of the following:
- a) Security Deposit cum Performance Bank Guarantee for 3% value of the order.
 - b) Test Certificate/reports.
 - c) Supply of drawings/ Instruction manuals, etc.,
 - d) Undertaking towards Jurisdiction for Legal Proceedings.
 - e) Guarantee certificates.
- 12.5 The supplier should despatch only after getting despatch instruction. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharf age or both and only the supplier should bear any expenditure arising out of such unapproved despatches.
- 12.6 The purchase order will be closed on completion of supply.

13.0 SECURITY DEPOSIT AND PERFORMANCE BANK GUARANTEE:

- 13.1 The successful tenderer will have to remit an amount of 3% value of total contract in the form of electronic mode of payment or DD or Banker's Cheque towards Security Deposit cum Performance Bank Guarantee (SDBG)
- 13.2 The successful tenderer will have to furnish the Security Deposit cum Performance Bank Guarantee as per clause 13.1 **within 30 days from the date of receipt of P.O.** In the event of failure to remit Security Deposit cum Performance Bank Guarantee within the prescribed period, EMD shall be forfeited and order be cancelled. The award may be made to L2 tender. The belated Security Deposit shall not be accepted.
- 13.3 The Security Deposit cum Performance Bank Guarantee will be refunded to the supplier only after the expiry of the guarantee period, ensuring that the defects / damages during the guarantee period are rectified / replaced. If the purchaser incurs any loss or damage 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 Bank Guarantee and such amount that is appropriated will not be refunded to the supplier.
- 13.4 Failure to comply with the terms regarding Security Deposit cum Performance Bank Guarantee set out in the purchase order within the stipulated time by the successful tenderer will entail cancellation of the purchase order without any further reference to the supplier.

- 13.5 The combined security deposit cum Performance Bank Guarantee will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee periods are rectified/replaced.
- 13.6 The successful Tenderer, who in the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and award of contract be cancelled. Further the award may be made to L2 tender. The belated payment of security deposit shall not be accepted hereafter. The belated payment of security deposit shall not be accepted. In case of forfeiture of Security deposit cum performance guarantee, the GST on forfeiture of Security deposit cum performance guarantee is also applicable and the amount of GST is subject to recovery from contractor.

14.0 DELIVERY:

- 14.1 The period of contract is one year from the date of receipt of P.O. Indent will be placed as and when materials are required. Materials are to be supplied within 3 months from the date of receipt of Purchase Order. Any other delivery period offered in the tender is liable for rejection. Detailed Schedule of Materials and Delivery Schedule required against this Tender is to be furnished in Schedule-B.
- 14.2 The inspection call should be given 30 days in advance before the due date of delivery, for the respective monthly schedule.
- 14.3 Tenderer's should agree for delivery of materials anywhere in Tamil Nadu State to be stipulated by the TANTRANSCO Ltd based on the schedule furnished. The delivery so specified shall be guaranteed by the tenderers under liquidated damages clause.
- 14.4 TANTRANSCO Ltd reserves the right to cancel the quantities not supplied as per delivery schedule.
- 14.5 TANTRANSCO Ltd also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 14.6 TANTRANSCO Ltd reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.
- 14.7 To ensure sustained supply without any interruption, TANTRANSCO reserves the right to place orders among more than one tenderer.
- 14.8 The TANTRANSCO Ltd will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TANTRANSCO Ltd in addition to the liquidated damages for delay, the actual difference in price whenever

the TANTRANSCO Ltd orders the delayed quantity to be supplied / executed by other agencies at higher rate.

- 14.9 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.
- 14.10 It is the responsibility of the supplier to give 30 days' advance information 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.
- 14.11 The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 14.12 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.

15.0 LOSS OR DAMAGE :

- 15.1 External damages and/or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within one month from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced/ rectified by the supplier, free of cost as per Clause 19.
- 15.2 If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account or require the supplier to replace the defective goods, free of cost.
- 15.3 Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.
- 15.4 In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, GST (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.
- 15.5 For all legal purposes, the materials shall be deemed to pass into the

TANTRANSCO's ownership at the destination Stores, where they are to be delivered and accepted.

16.0 LIQUIDATED DAMAGES AND PENALTY :

16.1 The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below:

If the supplier fails to deliver the equipments/materials within the time specified in the contract or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the contract price of the undelivered equipments / materials for each completed week of delay. The total liquidated damages shall not exceed TEN PERCENT (10%) of the contract 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.

The amount of LD as per terms of contract will be recovered from the respective bill itself for the delayed supply.

It should be noted that if a contract is placed on the higher tenderer in preference to the lowest acceptable tender in consideration of the offer of earlier delivery, the said contractor will be liable to pay the TANTRANSCO the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies in terms of such contract within the delivery period specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.

16.2 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 which could not be beneficially used by the TANTRANSCO (due to such incomplete supply), liquidated damage will be worked out on the basis of entire contract price only and not on the value of delayed portion.**

16.3 If supplies to be rendered are made by the supplier beyond the period of delivery and they are accepted by the TANTRANSCO, such acceptance is without prejudice to TANTRANSCO's right to levy liquidated damages for the delay in supply.

- 16.4 If the ordered materials are not delivered, the purchaser shall recover from the supplier, as liquidated damages a sum equal to TEN PERCENT (10%) of the contract price of the equipments/materials undelivered besides forfeiture of security deposit.
- 16.5 The suppliers are liable to pay the amount of loss sustained by the TANTRANSCO in the event of non-execution of orders, if any placed on them either in full or part, to the satisfaction of the TANTRANSCO under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price.
- 16.6 Tender not giving clear and specific acceptance to the above clauses are liable for rejection.
- 16.7 If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.
- 16.8 GST will be applicable on liquidated Damages levied due to delay in supply/non supply/Replacement of defective/damaged materials. The supplier shall be entitled to take Input Tax credit on the GST on LD.

17 FORCE MAJEURE:

- 17.1 If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the TANTRANSCO within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- 17.2 Failure or delay in the supplier's source of supply due to force majeure causes mentioned 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.
- 17.3 Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANTRANSCO may at its option terminate the contract by a notice in writing.

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

18.0 **GUARANTEE:**

18.1 The entire equipments should be guaranteed for satisfactory operation and good workmanship at least for a period of 36 **(Thirty Six) months** from the date of receipt of last consignment of materials in good condition at stores. Successful tenderer shall furnish an undertaking for the above.

18.2 Any defects noticed during this period shall be rectified free of cost to the TANTRANSCO within 1 (one) week from the intimation of defect/failure. Irrespective of number of failures and repairs, the suppliers are responsible for free replacement of the defective materials till the same serves a continuous period of 12 (Twelve) months from the date of commissioning after the last repairs or 24 months from the date of receipt of last consignment of materials, whichever is LATER. If they are not rectified or replaced within this period the contractor shall pay Liquidated Damages as per Liquidated Damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.

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

18.4 The tenderers 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 under all specified conditions.
- (iii) Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars.

19.0 REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:

19.1 Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective/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 acknowledgement. In the alternative, the

defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser 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 as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages. The charges towards loading, to and fro transport, un-loading and re-erection shall be borne by the supplier.

GST will be applicable on liquidated Damages levied due to delay in supply/non supply/Replacement of defective/damaged materials. The supplier shall be entitled to take Input Tax credit on the GST on LD.

- 19.2 If even after such rectification or replacement of the damaged or defective part, if the equipment ordered is not giving the satisfactory performance as per the contract, then it will be open to the purchaser either to reject the goods and recover the entire cost of such goods and claim such loss sustained by the TANTRANSCO.
- 19.3 If during the period of supply, it is found that goods already supplied are defective in materials or workmanship or do not conform to the Specification or are 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.
- 19.4 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 do not conform to the rate contract or are unsuitable will be open to the purchaser either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and required the contractor to replace the balance or pay compensation to the extent of the loss sustained by the purchase on that account.
- 19.5 Notwithstanding any other remedies available, the purchaser shall be entertained to dispose off the defective / damaged materials in "as is where is condition" without further notice, if the contractor / supplier fails to rectify the defect and / or replace the damaged materials and / or fails to remove defective/ damaged materials within two months period as per PO terms, from the date of receipt of intimation from the purchaser, TANTRANSCO Ltd reserves right to dispose of such materials. This is without prejudice to the imposition of Liquidated Damages, Ground rent, forfeiture of security deposit etc.

20.0 FAILURE TO EXECUTE THE CONTRACT:

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

21.0 NON-ASSIGNMENT:

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

22.0 EFFECTING RECOVERIES:

Any loss, arising due to non-fulfilment 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 TANTRANSCO from this Contract as well as from other contracts.

23.0 INCOME TAX PAN No.

The tenderer shall furnish their Income Tax (PAN) permanent assessment number with documentary evidence.

24.0 GST Identification Number:

The tenderer shall furnish their GSTIN Nos. with documentary Evidence.

25.0 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.

26.0 JURISDICTION FOR LEGAL PROCEEDINGS (After award of contract):

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court, save in the appropriate civil court of Chennai or the Court of Small Causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction of courts outside Tamil Nadu, then it is agreed to between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have

jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts. An UNDERTAKING in this regard should be furnished on receipt of Purchase Order in a non judicial stamp paper value of Rs. 80/- agreeing to be above conditions.

27.0 ARBITRATION ACT NOT TO APPLY :

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

28.0 TEST AT SITE / STORE:

- 28.1. The purchaser reserves the rights of having such tests or may decide up on being carried out at site at his own expenses to satisfy himself that the materials have not suffered any damage during transit.
- 28.2 If necessary, random samples of materials supplied will be tested (both, Routine & Type Tests and any other special test) departmentally or through approved Govt. Laboratory or at purchasers cost and for any nonconformity to relevant IS and TANTRANSCO Ltd's specification, full supplies will be rejected. If initial payment had already been made, the balance payment will be forfeited and any other losses or damages including testing charges will also be claimed. Future supplies in such cases will be accepted and paid for only after the results of the samples tested are satisfactory. In addition, the guarantee period will also be extended for subsequent supplies at the discretion of the purchaser.

29.0. TEST CERTIFICATES:

The test certificates in triplicate for the materials furnishing the results of the tests as per latest issue of IS shall be forwarded and got approved before the materials are dispatched. In addition to the tests called for in the specification, the purchaser reserves the right of having such tests as he desires carried out at his own expenses to satisfy himself that the materials conform to the requirement of this specification. The materials may be rejected if the test results are not satisfactory. The type test certificates (Photostat copies) as per latest IS / International Standard such as IEC, ANSI, etc., shall be furnished with the tender as indicated elsewhere in Section-VI Technical.

30.0 DEVIATIONS FROM SPECIFICATION:

If the tenderer wish to deviate from any of the clause of this specification, he shall list out such deviations, in the format enclosed and submit full

particulars and reasons therefor. Unless this is done, the equipment offered shall be considered to comply, in every respect with the terms and conditions of this specification.

31.0 RESPONSIBILITY:

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

32.0 MAXIMUM WEIGHTS AND DIMENSIONS OF PACKINGS:

The supplier is responsible to make sure about the facilities that exist for Road and Rail transport to site, the maximum packages which can be conveyed by the railways and crane lift available at the destination railway station. The supplier is also responsible for any loss or damage during transport and storage for 60 days. Each case or package should be clearly marked and should contain detailed packing list.

33.0 COMPLETENESS OF TENDER:

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

34.0 INTERCHANGEABILITY:

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

35.0 MATERIALS AND WORKMANSHIP:

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

35.2 All the materials shall be of best class and capable of satisfactory operation in the tropics with humid atmospheric condition.

36.0 RECOVERIES OF DUES:

The TANTRANSCO is empowered:

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

37.0 PAST PERFORMANCE:

- 37.1 The intending tenderers shall furnish the documentary evidence with details of various Purchase Orders placed on them during the last three years as on the date of Tendering in the proforma enclosed to the Tender Specification and also proof for having manufactured the tendered item and for their satisfactory performance from State Electricity Board.
- 37.2 The Bidders shall furnish copies of Balance Sheet, Profit and Loss Account for the past three financial years as on the date of tender opening certified by the Auditor. In case the past financial year from the date of tender opening Accounts are not finalised, the Bidders shall furnish Annual Turnover Statement for that particular year, certified by Auditor.
- 37.3 The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, in complete or incorrect, the same will be taken note of while dealing with the Tenderers in future.

38.0 RAW MATERIALS:

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

* * *

SECTION – VI A
TECHNICAL GENERAL

1.0 TEST CERTIFICATE :

- 1.1.** Test Certificates/reports in triplicate for the materials furnishing the results of the routine tests conforming to the latest issue of the standards as specified in this tender documents shall be forwarded and got approved before the materials are despatched. In addition to the tests called for in the specification the purchaser reserves the right of having such tests as he desires carried out at his own expenses to satisfy himself that the materials conform to the requirements of this specification. The materials may be rejected if the test results are not satisfactory. The type test certificates (photostat copies) as per latest ISS shall be furnished with the tender for the offered model. (Refer inspection clause 3 also for the details of inspection/ tests)
The tenderer shall specify the international standards which are applicable for the equipments quoted under this specification.

2.0. GUARANTEED PARTICULARS:

- 2.1** The tenderer shall furnish all the particulars of the materials offered against this specification. **Unless full details are furnished, the tender may not be considered.**

3.0. INSPECTION:

- 3.1** The authorised representatives of the purchaser shall have access to the contractor's works at any time during working hours, for the purpose of inspecting the manufacture of the materials and for testing the selected samples from the materials covered by this specification. The contractor or the sub-contractor shall provide facilities for testing such samples as per standards agreed between the supplier and the purchaser.
- 3.2** The purchaser reserves the right to conduct any other reasonable tests at manufacturer's premises or at site. The purchaser shall be supplied with 2 copies of test result. A separate copy of type and routine tests to be carried out on the equipments shall be enclosed with the Tender.
- 3.3** Tenderers are requested to furnish in their tenders the exact location of their factory with address to enable inspection by TANTRANSCO if considered necessary.

3.4 It should be the supplier's responsibility to arrange for inspection, despatch etc., in time to keep up the delivery schedule. A reasonable time of at least 15-days shall be given to the TANTRANSCO for arranging inspection.

3.5 All expenses towards boarding, lodging and travel towards inspection by the purchaser representatives are to be borne by the supplier/ contractor. No charges shall be levied to purchaser in this context.

4.0. QUALITY PLAN :

4.1. You will prepare, submit and discuss with the TANTRANSCO and based on such discussions finalize within 30 days (thirty days) from the date of the letter of intent, detailed quality plans in the format as given in Schedules for all components of the equipments manufactured by you, setting out during the various stages of manufacture the quality practices and procedures to be followed by your quality control organization, the relevant reference documents/standards/acceptance level, inspection documentation raised etc. In these quality plans, we will identify "Hold Points" beyond which work will not progress without our consent in writing. For the components/equipments procured by you for the purpose of this contract, your purchase specifications and enquiries shall call for such quality plan of the successful vendor which shall be discussed and finalized by you, in association with us, in the aforesaid manner and the same shall form part of your purchase order on your sub vendor. We also reserve our right to carryout quality audit and quality surveillance of the system and procedures of your/your vendor's quality management and control activities. However, such audit/surveillance by us shall not relieve you of any of your responsibilities under the terms of contract.

5.0 QUANTITIES:

The quantities mentioned in this specification are only approximate. The purchaser reserves the right to revise the quantities at the time of placing the order to an extent of +/- 25%.

6.0 DESPATCH OF MATERIALS :

Despatch of items should be done only after approval of test certificates/reports. The destination and the name of the officers to whom advance intimation regarding despatch to be sent will be intimated by the consignees in the despatch instructions.

7.0 CLIMATIC CONDITIONS:

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

- a) The ambient temperature will be within the range of + 10 Degree Centigrade to + 50 Degree Centigrade.
- b) The altitude will be less than 2500 meters.
- c) The maximum atmospheric humidity will be in the range of 95%.
- d) Average Number of thunderstorm days per annum is 65.
- e) Average Number of dust storm days per annum is 5.
- f) Average Number of rainy days per annum is 65.
- g) Average annual rainfall is 10 cm.
- h) The climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at any of the Sub-Stations in Tamil Nadu.
- i) All electrical devices shall be given tropical and fungicidal treatment. Fog, smoke and mild acids are also present in the atmosphere.

8.0. ELECTRICITY RULES :

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act and the rules there under unless modified by this specification.

9.0. EQUIPMENTS/MATERIALS AND WORKMANSHIP :

9.1 All the equipments shall be of the best class and capable of satisfactory operation in the tropics with humid atmospheric conditions without distortion or deterioration. Unless otherwise specified, they shall conform to the requirements of appropriate Indian Standards. Where these are not available, IEC and American/British Standards shall be followed. Where a specification covering the equipments in question has not been published, the tenderer should specify to what extent they would be in a position to accept the various provisions in the specification.

9.2 The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice. The whole of the work shall be of the highest class throughout well finished and of approved make. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.

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

- 9.4** The design shall incorporate every reasonable precaution and provisions for the safety of all those concerned in the operation and maintenance.
- 9.5** All the equipments should operate without undue vibration and with the least practicable amount of noise.

10.0. TEST CERTIFICATES:

Bidders are requested to furnish with their bid submittal a copy of type test certificates for the materials/equipments offered in full shape as conforming to the latest issue of the standards as specified in this tender documents, all the type test reports should be obtained from Lab/ testing facilities recognized by govt. of India or accredited by National Accreditation Board of testing and calibration Laboratories (NABL) or recognized by BIS or reputed/ accredited lab from foreign countries. The original type test certificates shall be furnished for verification on request. The details of type test should also be furnished in the Schedule-E. **Bid submittals without necessary type test reports/certificates as required in the tender specification will be liable for rejection.**

11.0. MANUALS:

Three copies of the technical literatures, drawings, installation, operating, maintenance manuals in both hard copies and soft copies in CDs and communication cable for carryout the configuration from Laptop shall be supplied by you to the Superintending Engineer / Design / Protection and Communication / II Floor / TANTRANSCO Building / 144, Anna Salai, Chennai-2 and two copies of technical literatures and manual shall be sent along with each equipment for verification in the event of placement of order.

The manual should contain exhaustive literature about each and every feature of the equipments.

12.0. GENERAL:

The manufacturer shall have adequate design, infrastructure and manufacturing facilities, capacity and procedures including quality control. The bidder shall have the field service organisation / arrangement to provide the necessary field services required for maintenance/repair of the equipment.

13.0. BACK UP ASSURANCE:

The spares required towards maintenance of the equipments ordered shall be made available for replacement for a minimum period of ten years from the date of last despatch at a reasonable price. Necessary technical support should be provided if required by the purchaser.

14.0 DEMONSTRATION:

If required, a demonstration of equipment will be called for to assess the suitability of the equipment. Tenderer should comply with this clause.

15.0 CALIBRATION :

The supplier should furnish the calibration certificate from a reputed lab along with each equipment.

SECTION-VI-B
DETAILED TECHNICAL SPECIFICATION

**Technical Specification of Portable Wireless On Line Third Harmonic Leakage
Current Monitoring Test Kits for Surge Arrester**

Sl. No.	Technical Specification
	Scope of Supply: Supply of Portable Wireless On Line Third Harmonic Leakage Current Monitoring Test Kit with necessary accessories to Carryout Diagnostic Testing of in-service Metal Oxide Surge Arrester of EHV substations.
	GENERAL REQUIREMENTS:
1	The Portable Online Third Harmonic Leakage current monitor kit shall adopt well proven monitoring technique using third harmonic resistive leakage Current measurement with compensation for harmonic in the system voltage principle as per IEC-60099-5 method-B2 and resistive leakage current measurement using IEC-60099-5 method A1
2	The test kit should be capable for in-service measurement of the third harmonic resistive leakage current in live switch yard up to 765KV.
3	It should have the following safety features concerning to operator: <ul style="list-style-type: none"> • Wireless transfer of measurement data from probes (both electrical field and arrester leakage current). • No wires to connect, to reduce measurement preparation time and tripping hazard. • No wires, cables or grounded metal objects are to be brought close to any live parts. Only the potential free safe field sensor needs to be elevated. • Long radio range (>50m) for wireless sensors. No need to move main unit nearer to live Surge Arresters to make measurements.
4	It should have real time clock supported by battery backup.
5	Test results should be Date and time stamped.
6	The software package should be capable of storing and downloading recorded test Data, besides capable to perform various analysis.
7	The temperature sensor should be built into either in the main instrument or the clip-on current transformer (CT) or the field probe for measuring ambient temperature.
8	It should be capable of operating on 1 ϕ , 230V AC +/- 10%, 50Hz supply as well as battery and should have inbuilt charger. Also, the test kit should have inbuilt protection for over current, over voltage short circuit, surges and transients that may occur on the input LT supply side.
9	It should have interfacing facility via USB port for downloading data to PC/ Laptop.
11	It should have self-calibration checking facility.
12	It should be able to measure and display the following parameters such as Total leakage current, Third Harmonic Resistive leakage current, Third Harmonic current corrected with respect to system voltage and Ambient Temperature of all 3 phases simultaneously
13	In order to compare the measurements performed at different voltage and temperature, facility should be available for normalization of the test results either in

	the kit or software or both.
14	The Results should be displayed on large font, back-lit LCD display with good resolution.
15	The measurement test kit shall provide accurate, repeatable and reliable results.
16	Calibration certificate for the test kits shall be supplied at the time of supply.
17	The test kit shall be supplied along with a laptop & printer for each test kit with required accessories and with a minimum configuration as below along with the test kit software. Also the Kit software and operating software for laptop shall be supplied in pen drive/DVD along with a 2 TB HDD backup for each test kit. (Intel i5, 8th Gen or higher 8GB RAM, 1 TB HDD, Original Windows OS, MS Office- Laptop preferably DELL/HP Make with All-in-One B/W LASER Printer of HP/ CANON make)
18	Safety equipment's like 2 sets of safety gloves, 2 Nos. of safety Helmets, 2 Nos. of Fluorescence jacket, 2 Pair of Electrical Safety Shoes shall also be supplied along with each kit.
19	The Leakage current monitor kit with the accessories should be supplied as per the Technical Specification. Any other parts/components/accessories essential for the proper functioning of the Leakage current monitor test kit, but not included in the Technical specification, should also be supplied.
20	Demonstration: Live demonstration of the Portable Wireless on Line Leakage Current Monitoring Test Kit for Surge Arrester with accessories should have been/should be satisfactorily demonstrated to TANTRANSCO with regards to all the features by all the bidders before technical evaluation of the bids at their own cost. The date, location 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 TANTRANSCO, will be summarily rejected.
21	Training The successful bidder, after supply of equipment and during commissioning of the equipment at site, has to give training to (TANTRANSCO) Engineers free of cost.
22	After Sale Service: After sale, service and spares is to be ensured for a minimum period of ten years. List of service centres in INDIA preferably in Tamilnadu along with contact details to be attached
	Technical Specifications:
1	Total arrester leakage current range 1 μ A – 15000 μ A with a resolution of 1 μ A or better
2	Third Harmonic Resistive Leakage Current range 1 μ A – 15000 μ A with a resolution of 1 μ A or better
4	Accuracy ± 5 % or better
5	Temperature sensor Type PT 100 or better
6	Operating Temperature -10°C to +50°C
7	Storage temperature -20°C to +70°C
8	IP classification IP 67 when top covers closed IP 51 when top covers open Necessary proof of compliance to be attached from any NABL/CPRI Lab for the item quoted
9	Environmental Conditions: Operating Temperature: 0 to 50 deg. C

	Relative Humidity: up to 95%, non-condensing
10	Electromagnetic Interference and Safety: The Instrument shall perform satisfactorily in open yard condition under the influence of severe Electromagnetic Interference from the neighboring energized line, up to the level of 765 KV. EMC in accordance with IEC 61326-1:2006. Safety as per relevant IEC standard should be ensured. Necessary proof of compliance to be attached from any NABL/CPRI Lab for the item quoted
11	General Accessories: The test equipment shall be offered complete with:
	a. Leakage Current Monitor instrument (main unit) with power cable.
	b. Wireless Clip-on current transformer – 3 Nos
	c. Wireless Field probe- 3 Nos
	d. Field Probe Telescope extendable rod made of fibre glass/insulating material to be supplied in a separate transport case and should be extendable up to the base of Lightning arrester installed on plinths up to 765KV Additionally, one Telescope rod to be supplied for Lightning Arrester installed at low levels in 220KV and below voltage substations– 2 Set
	e. Charging cables for field probe and clip on current Transformers. -2 Set
	f. Field Antenna- 5 Set
	g. Grounding wire for the Leakage Current Monitor Instrument-10 Metres.- 2 Set
	h. Data cable for connection of Leakage Current Monitor to a PC/Laptop.
	i. Two sets of operating maintenance manual in English (2Hardcopies and 2 soft copies in CD/Pen drive).
	j. Transport case
	k. Data management system/PC-software with modules for:
	<ul style="list-style-type: none"> • Create the identity of LA in PC
	<ul style="list-style-type: none"> • Load the created identity to the basic instrument through USB
	<ul style="list-style-type: none"> • Communication
	<ul style="list-style-type: none"> • Preparing measurements.
	<ul style="list-style-type: none"> • Downloading and storing recorded leakage current data.
	<ul style="list-style-type: none"> • Presenting recorded data.
	<ul style="list-style-type: none"> • Evaluating groups of surge arrester.
	<ul style="list-style-type: none"> • Trend Analysis of results

SECTION VII
FORMATS
SPECIFICATION NO. P&C-
SCHEDULE – A: PRICE SCHEDULE
PRICES IN RUPEES

Sl. No.	Description	HSN Code	Qty.	Unit price								Total All Inclusive Price
				Ex-works Price (Firm)	CD in %	CD	F&I	GST (in % and Amount)			All Inclusive Price	
								SGST	CGST	IGST		
1.	Third Harmonic Leakage Current Analyser with accessories as detailed in the Tender Specification		9 Nos.									

SIGNATURE :

DESIGNATION :

COMPANY :

COMPANY SEAL:

DATE :

Note: Split up details of All inclusive price for each item shall be furnished i.e. Basic price, GST, Freight and Insurance shall be furnished separately. Destination means Stores/Site anywhere in Tamil Nadu.

SCHEDULE – B

SCHEDULE OF EQUIPMENTS AND DELIVERY PERIOD (TO BE FILLED IN BY THE TENDERER)

Sl.No.	Material	Qty.	Delivery schedule
1.	Third Harmonic Leakage Current Analyser with accessories as detailed in the Tender Specification	9 Nos.	

COMPANY SEAL

DATE:

SIGNATURE

DESIGNATION

COMPANY NAME

SCHEDULE – C-I
DEVIATION FROM TECHNICAL SPECIFICATION

All technical deviations from the specification shall be filled-in by the Tenderer, clause by clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer, hereby, confirms that the above mentioned are the only deviations from the Technical Specification and the tender conforms to the specification in all other respects.

COMPANY SEAL

DATE

SIGNATURE

DESIGNATION

COMPANY NAME

SCHEDULE – C-II
DEVIATION FROM COMMERCIAL SPECIFICATION

All Commercial deviations from the specification shall be filled-in by the Tenderer, clause by clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer, hereby, confirms that the above mentioned are the only deviations from the Commercial Specification and the tender conforms to the specification in all other respects.

COMPANY SEAL

DATE

SIGNATURE

DESIGNATION

COMPANY NAME

SCHEDULE – D

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

Sl. No.	Name and address of the Organi- sation.	Description	Purchase order No. & Date.	Qty.	Value of order Rs. in Lakhs	Schedule date of completion of order	Actual date of completion of order
1	2	3	4	5	6	7	8

COMPANY SEAL

DATE

SIGNATURE

DESIGNATION

COMPANY NAME

SCHEDULE – E

STATEMENT OF TYPE TEST PARTICULARS

(TO BE FILLED IN BY THE TENDERER)

Sl.No.	Category of Test	Standard complied	Name of Lab	Date of Test

NOTE:

The above type tests should have been conducted in any Lab/ testing facilities recognized by govt. of India or accredited by National Accreditation Board of testing and calibration Laboratories (NABL) or recognized by BIS or reputed/ accredited lab from foreign countries within five (5) years from the date of Tender Opening.

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

DATE :

TAN TRANSCO
SCHEDULE – F
SPECIFICATION NO.P&C-
DECLARATION FORM - I
(To be signed by the tenderer)

To
The Chief Engineer,
Protection & Communication,
TAN TRANSCO.

Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we, hereby, offer to supply the equipment covered in this specification at the rates entered in the attached schedule of prices.
2. We hereby undertake to have the materials delivered and whole of the works completed within the time specified in the schedule.
3. We hereby guarantee the particulars entered in the schedules attached to the specification.
4. In accordance with security deposit cum Performance Guarantee clause 13.0, Section-V of the specification we agree to furnish security deposit cum Performance Guarantee to the extent of 3% of the total value of the contract.
5. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

PLACE :
DATE :
COMPANY SEAL :

SIGNATURE :
DESIGNATION :
COMPANY :

DECLARATION FORM – II
Declaration Form for GST

**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)

SCHEDULE – G
GUARANTEED TECHNICAL PARTICULARS :

PORTABLE WIRELESS ON LINE THIRD HARMONIC LEAKAGE CURRENT MONITORING TEST KITS FOR SURGE ARRESTER:

Sl. No	Description	Guaranteed Specification
1	Manufacturer's Name and Country of origin	
2	Model / Type	
3	Measurement parameters 1. Total Leakage Current 2.Third harmonic Resistive Leakage Current 3.Resistive Leakage current using IEC-60099-5 method A1 4. Ambient Temperature	
4	Total arrester leakage current range with accuracy	
5	Resistive Leakage Current range with accuracy	
6	Third harmonic Resistive Leakage Current with accuracy	
7	Operating Temperature Relative Humidity	
8	Data storage possibilities	
9	Radio communication Range	
10	AC Power Supply /Battery operation details	
11	Whether the instrument is suitable for use in 765 KV and higher EHV class SS .	
12	Whether the test kit shall meet all the safety specifications as per the relevant standard	
13	Whether calibration certificates traceable to National and International standards are being supplied along with test kit?	
14	Whether the offered equipment includes all essential accessories required as per techspec. to make instrument fully functional to measure desired parameters?	
15	Other details / Features if any	

SIGNATURE

DESIGNATION
COMPANY NAME

Commercial Specification and the tender conforms to the specification in all other respects. Even for Nil deviation, this schedule is to be duly filled in and enclosed in the offer cover.

COMPANY SEAL
DATE

SCHEDULE – H – I

Encl to (Per) FB TANTRANSCO (Accounts Branch) Proceedings No. 07, Dt: 05.10.2021

IRREVOCABLE BANK GUARANTEE FOR FURNISHING EARNEST MONEY DEPOSIT

(In Rs. 100/- Non-Judicial Stamp Paper)

B.G.No.:

Amount: Rs.

Date :

Valid till:

THIS DEED OF GUARANTEE made on this ____ Day of ____ Two Thousand and ____ by the ____ (Bank) at ____ (address of the bank) under the Act, 1969 and having its central Office at, and amongst other places branch at ____ hereinafter referred to as the "BANKS"), to and in favour of TANTRANSCO, a company registered under the Company's Act 1956 having the office at N.P.K.R.R. Maaligai, Electricity Avenue, 144, Anna Salai, Chennai – 02, represented by the ____ (hereinafter called 'Purchaser').

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

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

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

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

NOW THE DEED WITNESSES AS FOLLOWS:

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

PROVIDED that the liability of the bank under this deed shall not at any time exceed the said sum of Rs_____/ - (Rupees _____only)

PROVIDED FURTHER that the guarantee hereunder furnished shall be released as soon as the bidder has completed the tender procedures to the satisfaction of the purchaser in accordance with the terms and conditions specified in the tender specification and the period of one year is over and a certificate to that effect is issued by the Purchaser.

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

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

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

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

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

IN WITNESS WHEREOF THIRU._____ acting for and on behalf of the bank and signed this deed on the day, month and year first above written. In the presence of witness:

1.

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

2.

(Name in capitals to be subscribed

With designation, Office address or residential address)

Designation of the
Tender Inviting Authority

SCHEDULE – H – II

DRAFT UNDERTAKING IN LIEU OF PAYMENT OF EMD

To be furnished in non-judicial stamp paper of value not less than Rs.100/-

THIS UNDERTAKING executed at on this
.....day of . . . Two thousand and by M/S.
..... a
company registered under companies Act 1956, having its registered
office at, herein-under, called the "Tenderer" to AND IN
FAVOUR OF THE TAMIL NADU TRANSMISSION CORPORATION, a Body
corporate constituted under the Electricity (Supply) Act 1948, having
its office at N.P.K.R.R. Maaligai, Electricity Avenue, 144, Anna Salai,
Chennai-600 002, represented by, hereinafter, called the
'TANTRANSCO'.

WHEREAS the contract is for the supply/erection/construction etc. in
terms of the Tender Specification NO.....dated

AND WHEREAS in accordance with clause of the above
said tender specification, the tenderer has to furnish E.M.D. of Rs.
(Rupees only) AND
WHEREAS the tenderer has requested the TANTRANSCO to accept an
undertaking in lieu of payment in cash of the E.M.D. AND WHEREAS the
TANTRANSCO has accepted the request of the tenderer subject to
executing an undertaking to pay to the TANTRANSCO not exceeding
Rs..... (Rupees only) representing the
Earnest Money Deposit together with costs in case of non fulfillment
of the conditions stipulated in the Tender Specification/or the
conditions stipulated in the contract by the tenderer.

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

- i. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- ii. If he revises any of terms quoted during the validity period, without specific request by the TANTRANSCO.

- iii. If he violates any of the conditions of Tender Specification No.
- iv. The successful tenderer fails to remit the security Deposit cum Performance Guarantee within the prescribed time limit..

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING is such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of above, then the above written undertaking shall be void, otherwise the same shall remain in full force. The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expressions, 'tenderer' and 'the TANTRANSCO' before used hereafter shall include their respective successors and assign in office.

IN WITNESS WHEREOF Thiru _____ for and on behalf of the tenderer has signed this undertaking on the day, the month and year first above written.

In the presence of

Witnesses:

Signature with name and address.

1. _____ Signature

2. _____

NAME IN BLOCK LETTERS
SEAL OF THE COMPANY

SCHEDULE - I

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

(To be furnished in non-judicial stamp paper value of not less than Rs.100/-)

This Undertaking executed at... .. on this(date)
..... Month Two Thousandby M/s
....., a company 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 Tamil Nadu Transmission corporation limited
(TANTRANSCO), a company registered under Companies Act ,1956, having its registered
office at 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002, hereinafter called the
Purchaser (which expression shall where the context admits mean and include its
successors in office and assigns).

WHEREAS the contract is for the supply of.....

in terms of the Purchase Order No.....dated.....

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

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

In consideration of the TANTRANSCO having agreed to accept the Undertaking from the
contractor, undertakes that no suit or proceedings in regard to any matter arising in any
respect under this contract shall be instituted in any court other than in the City Civil Court
of Chennai or other Court of small causes, at Chennai.

It is also agreed that no other court shall have jurisdiction to any suit or proceedings even
though part of the cause of action might arise within their jurisdiction. In case any part of
the action arises within the jurisdiction of any of the courts in Chennai City, then it is agreed
to between the parties that such suits or proceedings shall be instituted in court within
Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any
part of the cause might arise within the jurisdiction of such courts.

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

SIGNATURE WITH SEAL

WITNESSES:

(Signature with Name and Address)

1.

2.

SCHEDULE – J
(Undertaking towards Input Tax Credit under GST)

Declaration to be submitted by the bidders in NJS paper of value not less than Rs.100/-

To
The Chief Engineer / Protection & Communication,
TANTRANSCO.

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

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

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

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

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

Signature of bidder with Company Seal.

Note:
Bidder may strike out the para not applicable