



TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED

**SPECIFICATION FOR SUPPLY OF 11 KV 3 x 300 mm² UG XLPE ALUMINIUM
POWER CABLE THROUGH E-TENDERING**

(Through TAMILNADU GOVERNMENT E PROCUREMENT Portal)

SPECIFICATION NO. M.2/2023-24

**OFFICE OF THE CHIEF ENGINEER /
MATERIALS MANAGEMENT,
TNEB AVENUE / NPKKR MAALIGAI,
144, ANNA SALAI,
4TH FLOOR WESTERN WING,
CHENNAI – 600002.
TAMILNADU.**

E Mail : cemm@tnebnet.org

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

Website for online bid submission:

<https://tntenders.gov.in/nicgep/app>

Service Provider: National Informatics Centre

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INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

A.REGISTRATION:

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

- 1) By clicking on the link "**Online bidder Enrollment**" on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TAMILNADU E PROCUREMENT Portal.
- 4) Upon enrolment, the bidders will be required to **register their valid Digital Signature Certificate(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.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built-in in the TAMILNADU GOVERNMENT E PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E PROCUREMENT Portal.

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2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMILNADU GOVERNMENT E PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender documents.

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

C. PREPARATION OF BIDS:

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under qualification criteria and technical documents required and SCHEDULE OF PRICE /BOQ vide ANNEXURE-A. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgment of bid submission.

E. PROCEDURE FOR SUBMISSION OF BIDS:

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

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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

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

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

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

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

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

17) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

18) 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.

19) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.

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

21) The bidders who have uploaded the copy of BG in lieu of EMD, shall furnish the original BG before opening the tender.

22) The bidders who are exempted from payment of EMD i.e. SSI units and PEMD holders by uploading the undertaking and necessary proofs, shall furnish original copy of undertaking in lieu of EMD immediately, if their bids are opened and accepted.

F. 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 TAMIL NADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMIL NADU GOVERNMENT E PROCUREMENT Portal Help desk.

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TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

1)	Tender Specification No.	M.2 /2023-24
2)	Name of the work	E-tender for procurement of 11 KV 3X300 mm ² UG XLPE Aluminium power cable.
3)	Tendered Quantity	500 KMs
4)	Method of Tender	e-Tender Two Part System (Part I - Techno – Commercial bid Part II - Price bid) through https://tntenders.gov.in/orhttps://tntendersgov.in/nicgep/app
5)	(a) Earnest Money Deposit (EMD)	I. Rs.92,51,000/- (Rupees Ninety two lakhs and fifty one thousand only) to the following TANGEDCO's COLLECTION ACCOUNT. Name of the beneficiary : The Chief Financial Controller / General / TANGEDCO Account No. : 0911201003004 Name of Bank : CANARA BANK IFSC Code : CNRB0000911 (or) II. Bank Guarantee in Lieu of EMD for Rs.92,51,000/-
	(b) Permanent EMD	PEMD holders of Rs.1 crore with TANGEDCO Headquarters are eligible to participate in the tender.
	(c) SSI Units	Micro and Small enterprises located within the State of Tamil Nadu are eligible for exemption of EMD against submission of documents as detailed in Section-I. The SSI Units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD as detailed in Section-I. SSI Units are eligible for exemption of EMD against submission of documents as detailed in Section-I
6)	URL for online bid submission for e-tender.	https://tntenders.gov.in/orhttps://tntendersgov.in/nicgep/app
7)	Last date and time for submission of EMD	11.05.2023 @ 13.00 Hrs (The EMD amount has to be received in TANGEDCO collection account through e payment, one day before closing date for submission of tender (on or before 10.05.2023)) The bidders who have uploaded the copy of BG in lieu of EMD, shall furnish the original BG before opening the tender. The bidders who are exempted from payment of EMD i.e. SSI units and PEMD holders by uploading the undertaking and necessary proofs, shall furnish original copy of undertaking in lieu of EMD immediately, if their bids are opened and accepted.

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8)	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	11.05.2023 @13.00 Hrs
9)	Date & time of opening of tender electronically	12.05.2023 @ 14.00 Hrs
10)	Specification at website	The tender specification will be placed at TANGEDCO web site (www.tangedco.gov.in), TN Govt. website (www.tenders.tn.gov.in) and https://tntenders.gov.in/nicgep/app . The prospective bidders may download the same.
11)	Documents to be duly filled & uploaded by the Tenderers during e-submission	EMD documents, BQR evidences, Price bid (Filled up BoQ), Technical & Commercial documents, Schedules – (A to J) , Annexures and other documents whichever is applicable.
12)	Tenderers during e-submission Clarification to be sought for from	The Chief Engineer , Material Management, Tamil Nadu Generation and Distribution Corporation Limited, 4 th Floor/Western Wing /NPKRR Maaligai, 144 Anna Salai, Chennai 600002. Email: cemm@tnebn.net
13)	Place at which tenders will be opened	The Superintending Engineer, Material Management-I, 4 th Floor/Eastern Wing/NPKRR Maaligai, 144 Anna Salai, Chennai 600002. Email: semm1@tnebn.net
Remarks : If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.		

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SPECIFICATION NO. M. 2/2023-24
E-TENDER FOR SUPPLY OF 11 KV 3X300 MM² UG XLPE ALUMINIUM POWER CABLE.

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SECTION – I

EARNEST MONEY DEPOSIT

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

Earnest Money Deposit : Rs.9,51,000/- (Rupees Ninety two lakhs and fifty one thousand only)

- (2) (i) The Earnest Money Deposit of **Rs.92,51,000/-** (Rupees Ninety two lakhs and fifty one thousand only) should be transferred to the following TANGEDCO's collection Account through NEFT/RTGS/Account Transfer:

Name of the beneficiary : The Chief Financial Controller / General / TANGEDCO

Account No. : 0911201003004

Name of Bank : CANARA BANK

IFSC Code : CNRB0000911

Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The bidders who are willing to remit EMD through Bank Account by way of account transfer of same bank are requested to place a copy of bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank, bank account number of the bidder and IFSC code. The EMD amount has to be received in TANGEDCO COLLECTION account **through e-payment**, before **10.05.2023** EMD amount received beyond tender closing time will be summarily rejected.

OR

- (3) **Tenderer Should furnish a Bank Guarantee for Rs.92,51,000/- (Rupees Ninety two lakhs and fifty one thousand only)** in lieu of EMD amount with a validity for a period of one year, obtained from the Nationalised or Scheduled Bank as per the format enclosed in **ANNEXURE-2**

In case of BG the original BG should be submitted to the O/o the SE/MM-I by the bidders after submission and before opening of the tender.

If the copy of the BG uploaded in the EMD / bid documents differs from the original BG submitted in the office of SE/MM-I, their offer will be summarily rejected.

OR

- (4) **PEMD holder of Rs.1 crore with TANGEDCO Headquarters are eligible to participate in this tender .**

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

The PEMD holder shall also furnish / upload an undertaking in a non-judicial stamp paper of value not less than Rs.80/- in lieu of EMD.

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(5) EMD does not carry any interest

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

6.1 The Small Scale Industrial Units outside Tamil Nadu registered **with Udayam** shall pay EMD amount as discussed in above para no.1 & 2.

6.2 The SSI units located outside of the State of Tamil Nadu are not eligible for exemption from payment of EMD in TANGEDCO tenders against Udayam Registration Certificate even though registered in Udayam Portal for tendered items. The offers of the tenderers, the SSI units located outside of the State of Tamil Nadu without payment of EMD will be summarily rejected.

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

7.1. Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate' or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them for participation in the tenders floated by TANGEDCO.

7.2. Micro / SSI units having provisional registration certificate are not eligible for exemption.

7.3. The bidders who are exempted from payment of EMD against PEMD or SSI units, shall upload an undertaking in a non-judicial stamp paper of value not less than Rs. 80/- in lieu of EMD as per **Annexure- 2**. The original undertaking shall be submitted to the office of SE/MM-I by the bidders after opening of tender if their bids are accepted.

7.4. The Tenderer is deemed to accept to pay the amount equivalent to EMD along with applicable GST immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.

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

8.0. 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) The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the **31st day of March 2022** as per notification of Government of India, Ministry of MSME.
 - iv) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.
- 8.1. If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/TANTRANSCO tenders.
- 9.0 Others viz. Central and other State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit cum performance Guarantee.
- 10.1 The MSME units with Micro and Small category who have registered under UDYAM Portal for the tendered item shall upload attested Photocopy of UDYAM Registration certificate as a proof of eligibility for from payment of EMD.
- 10.2 The firm registered in Udam Portal under Medium Scale is not eligible for exemption of EMD.
- 10.3 The tenderers shall upload the audited, attested copy of Profit and Loss account / Balance Sheet and investment value in Plant and Machinery certified by a Chartered accountant along with the proof for exemption from payment of EMD. If the Plant and Machinery value certified by a Chartered accountant differs from the Plant and Machinery value from Udyam registration certificate, the higher value will be taken for accounting Plant and Machinery value. Based on that, the category of the enterprises will be defined and EMD exemption will be considered.

11.0 REFUND OF EMD :-

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

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

- i) The proof for payment of EMD / Bank Guarantee**
- ii) The proof for PEMD holder along with Undertaking in lieu EMD.**
- iii) The proof of exemption of EMD along with Undertaking in lieu of EMD even though the Original undertaking / BG is submitted in the O/o SE/MM-I. (Annexure-2)**

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

- (a) He withdraw his tender or backs out after acceptance.
- (b) He withdraw his tender before the expiry of validity period stipulated in the Specification or fail to remit the Security Deposit cum performance Guarantee.
- (c) He violate any of the provisions of these regulations contained herein.
- (d) He revise any of the terms quoted during the validity period.
- (e) The documents furnished with the offer is found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.
- (f) If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/ TANTRANSCO tenders.

Section – II

BID QUALIFICATION REQUIREMENTS (BQR)

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

1.	The bidders should be an actual manufacturer of 11 KV or higher voltage UG XLPE Power Cables. Necessary proof for manufacturing of the above cable such as ISO Certificate / Factory License / BIS License etc., other than MOA and AOA shall be furnished.
2.	The bidders should have manufactured and supplied satisfactorily a minimum of 50 KMs of 11 KV 3 x 300 sq.mm or higher voltage rating / higher size of 3 core UG XLPE Power Cables put together during the preceding ten years as on the date of opening of tender to State Electricity Boards / Power Utilities / Central / State Public Sector undertaking. Self attested Copies of purchase orders for the above shall be furnished along with end user's certificate for satisfactory execution of the contract and performance of the above Power Cables supplied for the respective purchase order.
3.	The Annual Turnover of the Tenderer shall be more than Rs.23.12 Cr. (Rupees Twenty Three Crore and twelve lakhs only) during any one of the last three years ((i.e.) 2019-20, 2020-21 & 2021-22). In case of bidders who happen to be the companies registered under companies Act-1956, attested copy of Audited financial statements like Profit and Loss Account and Balance sheet for the immediately preceding 3 years may be furnished and in case of others, the Annual turnover certified by the practicing Chartered Accountant or attested copy of Income Tax statements or attested copy of GST certificate for all the three years may be enclosed as documentary proof to ensure the turnover criteria prescribed in the tender Specification.
4.	The copy of the Type Test Certificates / reports for the tests prescribed as per IS:7098 / Part 2 / 1985 with latest amendments for the 11 KV 3x300 sqmm XLPE Alu cable as per TANGEDCO'S tender Technical requirements conducted at any one of the NABL accredited standard laboratories (such as NPL / CPRI) conducted not earlier than 10 years and valid on the date of tender submission should be enclosed. (or) The copy of the Type Test Certificates / reports for the tests prescribed as per IS:7098 / Part 2 / 1985 with latest amendments for the 11 KV or higher voltage / higher size of three core XLPE cable conducted at any one of the NABL accredited standard laboratories (such as NPL / CPRI) conducted not earlier than 10 years & valid on the date of tender submission should be enclosed along with an undertaking in a Non-Judicial stamp paper of value not less than Rs.80/- stating that Type Test Report for the tendered material as per TANGEDCO's tender technical requirements will be furnished before offering the 1 st lot of materials for inspection, in case an order is placed on them.

5.	The bidder should furnish a copy of BIS license for the manufacture of the tendered cable valid on the day of tender opening. In case the license has expired, the proof for having applied for renewal of license should be enclosed.
6.	NEW ENTRANT CLAUSE :-
6.1.	A tenderer shall be declared as "New Entrant" who have no previous experience of supply for the tendered items or no satisfactory period of service or no financial Turnover but have infrastructure/ manufacturing facility as per the Inspection report of Third Party Inspection or TANGEDCO Engineers. The tenderers who have lesser quantity of supply experience or lesser satisfactory period of service or lesser financial turnover criteria than prescribed in the tender document may also be considered under New Entrant category.
6.2.	The tenderer is eligible to be considered for placement of orders under New Entrant category if the bidder is the evaluated and negotiated L1 tenderer.
6.3.	The tenderer who have been considered under New Entrant category shall satisfy all technical, commercial and BQR Conditions except BQR condition of quantity of previous experience of supply or satisfactory period of service or financial turnover criteria.
6.4.	TANGEDCO have right to place order upto 20% of the tendered quantity on a New Entrant. In case more than one bidder qualify under the above New Entrant category TANGEDCO has right to place order upto 20% of the tendered quantity among all qualified New Entrants.

Proofs required for BQR conditions as mentioned above should be furnished in part-I, otherwise the offers will be summarily rejected. The BQR evidences submitted after the due date of submission of tender shall not be accepted. However the offer of the bidders who have stated to be previous suppliers to TANGEDCO or TANTRANSCO (TNEB) will be considered for further evaluation, even though the copies of purchase orders and End user certificate (for the period mentioned) are not enclosed after ensuring with concerned purchase orders placing authorities. **The details of the POs obtained by the tenderer from TNEB/TANGEDCO/ TANTRANSCO shall be furnished in the Schedule – C.**

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

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SECTION – III

REJECTION OF TENDERS

- I.** Tenders will be **SUMMARILY** rejected if
- a. The EMD requirements are not complied with.
 - b. 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.
 - c. The Bid Qualification Requirements (**BQR**) as per **Section-II** of this Specification are not satisfied.
 - d. Not providing documentary evidence in support of Bid Qualification Requirements.
 - e. It is found that there is no adequate infrastructure facilities to carry out manufacturing activities of tendered material during the factory inspection carried out by TANGEDCO, in case of new entrants / Regular firm
 - f. The offer of bidder who have quoted a quantity lesser than the minimum quantity prescribed in **clause 5.4 under section IV** of the specification shall be summarily rejected.
 - g. The documents furnished with the offer is found to be bogus or the documents contains any false particulars
 - h. The BOQ (Price bid) file is found to be modified by the bidder.
 - i. If the copy of the BG uploaded in the Techno-commercial bid differs from the original BG submitted in the office of SE/MM I.
- II** Tender is **LIABLE** to be rejected, if it is:
- a. Not covering the entire scope of supply of materials.
 - b. **If the declaration as specified in Schedule D is not signed and enclosed.**
 - c. With validity period less than that stipulated in this specification.
 - d. Not in conformity with TANGEDCO's Commercial terms and Technical Specification (**Section - V & VI**).
 - e. Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
 - f. From any black listed Firm or Contractor.
 - g. Received by Telex / Telegram / E-Mail/ Fax.
 - h. From a tenderer whose past performance / Vendor rating is not satisfactory
 - i. Not containing all required particulars as per Schedule **A to J**.

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- j. Questionnaire as per **schedule-F Questionnaire-A & B** are not duly filled up and properly signed by the tenderer.
- k. Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- l. The offer of bidders who have not furnished the GSTIN Number in the offers.

SECTION – IV
INSTRUCTION TO TENDERERS.

- 1.1 The tender is in **Two Part System** with i. Technical Bid with Commercial terms & Conditions and ii. Price Bid (BOQ). All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein.
- 1.2 The Tamil Nadu Transparency in Tender Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 1.3 **THE TENDERERS WHO DO NOT FULLFILL THE "BID QUALIFICATION REQUIREMENT" AS PER SECTION-II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.**
- 1.4 All the documents submitted by the tenderer shall be serially numbered.

2.0 SCOPE OF SUPPLY :

- 2.1 The Scope of supply (**described in Schedule-A**) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at TANGEDCO stores in **anywhere in Tamil Nadu**
- 2.2 The quantity indicated in schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement, upto the last date of validity of rate contract. The quantity finally ordered may vary to the extent of 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 period of contract

3.0 SUBMISSION OF TENDER OFFER:

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

3.2 TWO PART E-TENDER:

1. The e-tender shall have Techno-Commercial Bid and Financial Bid.

2. Techno-Commercial Bid shall contain Technical Bid with Commercial Terms (i.e.) BQR document and other documents (PAN, GSTIN, ESF, PF and GST Registration etc.) called for in this specification except Price Schedule.

3. Financial Bid shall contain the Financial Bid (BOQ format).

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

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5. The bidder must fill up both the Techno-Commercial Bid & Financial Bid of e- tender and upload all necessary documents before making final submission. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders. Financial Bids of the eligible bidders will be considered for further evaluation and finalization of the tender.

4.0. QUESTIONNAIRE FILLING:

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

5.0. SUBMISSION OF TENDERS : -

- 5.1** 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. The tender shall contain the name, residence and place of business of person or persons submitting the tender.
- 5.2.** In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, Certified copies of which shall be enclosed.
- 5.3.** Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 5.4. The tenderer shall quote not less than 10% of the tendered quantity i.e 50 kms. The offer of the bidders who have quoted for lesser quantity than the minimum quantity prescribed above shall be summarily rejected.**
- 5.5.** The tenderer should furnish the GSTIN numbers in the offer.
- 5.6.** Bidders are not required to sign in each page of the tender specification. Instead bidders are required to sign a declaration document as specified in **Schedule-J** of the specification.
- 5.7.** The weightment will be on the basis of TANGEDCO's weighing scale available at the consignee stores and the weights recorded thereon will be final. A representative may be deputed for witnessing the weightments at the destination stores if so desired. However payment will be made based on actual measured length of the cable.

6.0. Modifications / Clarifications to Tender Documents:

- 6.1.** At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login .
- 6.2.** In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer /Material Management / TANGEDCO/ Chennai-2 will clarify the same.
- 6.3.** If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Material Management, TANGEDCO, Chennai- 600 002 on the clarifications in tender portal/by e-mail will be final and binding on the Tender.
- 6.4.** All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 6.5.** All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

7.0 QUOTATION OF RATES:

- 7.1** Rates should be quoted in BQR (Schedule -A) only
- 7.2** Offers giving lump sum price, without giving their breakup as per details required in the attached Price **Schedule-A** shall be liable for rejection.

8.0. PRINTED TERMS AND CONDITIONS IN TENDERS:

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

9.0. INCOMPLETE TENDERS:

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

10.0. AMBIGUITIES IN CONDITIONS OF TENDERS:

- 10.1.** In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 10.2.** The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 10.3.** 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.
- 10.4.** 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.

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10.5. ONLY MANUFACTURERS MUST QUOTE. Tenders received from **Agents/Dealers** will not be considered. If the bids are received through Consortium, the same will not be considered and the bids will be rejected.

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

11.0. DESTINATIONS-WHERE MATERIALS ARE REQUIRED :-

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

12.0. TENDER OPENING :

12.1 OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE: (PART –I)

The Tender offers except price Bid will be **opened electronically at 14.00 Hrs. on the date notified at the Office of the Superintending Engineer / Material Management-I, 4th Floor, Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600 002, through <https://tntenders.gov.in/nicgep/app>.**

12.2 OPENING OF THE PRICE BIDS : (PART –II)

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

12.3. 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.

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

13.0. INFORMATION REQUIRED AND CLARIFICATIONS:

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

- 13.2.** The TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 13.3.** Prior to the detailed evaluation, the TANGEDCO will determine the substantial responsiveness of each offer to the Bidding Documents.
- 13.4.** The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. **The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.**
- 13.5.** After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.
- 13.6.** Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of his offer, except as mentioned in **Clause-18.0 of Section-IV.** The TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.
- 14.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:**
- 14.1** 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.
- 14.2.** The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 14.3.** (a) The quoted price will be corrected for arithmetical errors.
(b) In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.
(c) The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
(d) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value ie. (Ex works price + P&F +Fright and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable Customs duty.

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- e) Since GST is enacted wherein all taxes & duties are subsumed price evaluation shall be inclusive of applicable GST in all cases , i.e. even if the bidders are only within the state or outside TN.
- f) The bidders should have registered under GST Act and furnish GSTIN.
- g) In the event of bidder is within TN, SGST & CGST shall apply and if the bidder is outside TN, IGST shall apply.
- h) In the event of bidder is within TN, SGST & CGST shall apply and if the bidder is outside TN, IGST shall apply.'

14.4. Evaluation for the capacity of material / equipment will be done separately.

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

In the event of L1 bidder offered a quantity less than the tendered quantity, the quantity allocation will be made as per the provisions specified in the Tamil Nadu Transparency in Tender rules 2000.

14.6. No changes, amendments which materially alter the tendered prices shall be permitted after the opening of the tender, except as per the procedure prescribed in sub-section (3) of section 10 of the Act the Tamil Nadu Transparency in Tender ACT 1998

14.7. The TANGEDCO also reserves the right to allocate the quantity is as per **Cl. No. 31.4** of Tamil Nadu Transparency in Tender rules, 2000.

15.0. PURCHASE PREFERENCE:

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

15.2 PURCHASE PREFERENCE TO DOMESTIC ENTERPRISES :

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, the tender document shall clearly indicate that up to **twenty five percent** of the total requirement in the procurement may be awarded to domestic enterprise, not being the lowest tender, in respect of only goods manufactured or produced or services provided or rendered by them, if the following conditions are satisfied-

- (a) the lowest tender is not a domestic enterprise;
- (b) the preferential award shall extend only to the lowest tender among the domestic enterprises who are substantially responsive and technically qualified; and

(c) Such domestic enterprise is willing to match the price of the lowest tender:

Provided that where the Tender Inviting Authority is of the view that in the interest of the participation of domestic enterprise in the tender to avail the above benefit, a less stringent set of technical qualification parameters are required, he shall specify a separate set of technical qualifications for domestic enterprises in the tender documents with the approval of the Government

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

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

16.0. VALIDITY :

16.1. Tender offer shall be kept acceptance for period of **90 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.

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

17.0. RIGHTS OF THE TANGEDCO :-

17.1. Rights to reject the tenders :-

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

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

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

(a) to vary the quantity finally ordered to the extent of 25% either way of the quantity indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement upto the last date of validity of contract.
The purchaser reserves the right to issue any number of indents for supply of materials during the period of contract.

- (b) to split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest.
- (c) to recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
- (d) to cancel the orders for not keeping up the delivery schedule
- (e) to vary the delivery period based on the requirement and contingencies at the time of placing the Purchase order.
- (f) to accept the lowest eligible tender.
- (g) to reject any or all the tenders or cancel without assigning any reasons therefore.
- (h) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.

17.3. The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

17.4 To cancel the order along with the forfeiture of EMD if SD cum Performance guarantee is not furnished within **30 days** from the date of receipt of PO. In that event, the award may be made to subsequent eligible tenderer. The belated payment of Security Deposit shall not be accepted.

18.0. DEVIATIONS:

18.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection. Such deviations if any may be furnished in the **Schedule - G**

18.2. No alternate offer will be accepted.

19.0 BAR OF JURISDICTION:

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

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20.0. 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.

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 TANGEDCO" and also cancelling the award of contract issued to them."

- 22.0.** The successful bidder should execute an agreement with CE/MM in a non judicial stamp paper of Rs.80/- that they would pay an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract. **(As per Annexure-3 enclosed)**

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SECTION - V

COMMERCIAL

1.0. SCOPE :

The scope of supply of the materials includes design, manufacture, inspection, testing, packing, forwarding, insuring and delivery of the materials detailed herein, at **TANGEDCO STORES ANYWHERE IN TAMIL NADU**

2.0. PERIOD OF CONTRACT :

The period of contract is **12 MONTHS** from the date of receipt of award of Purchase Order.

3.0. DETAILS OF CONSTITUTION OF FIRM :-

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

4.0. LEGAL STATUS OF THE FIRM :

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

5.0. 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/ Power Utilities/ Central/State Public Sector and executed during the last **ten years** as on date of tender in the **Schedule :C**

6.0. PLACING OF ORDERS :

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

6.2. The award of contract will be issued to the successful tenderer with all TANGEDCO's terms and conditions, duly indicating the approved rates per KM and the approximate quantity allotted to them. The approved rates will be FIRM and valid for **12 MONTHS** from the date of receipt of award of contract.

6.3. During the period of the contract, TANGEDCO will send indent to the approved tenderers indicating the quantity to be supplied and the delivery schedule according to TANGEDCO's requirement.

7.0. PRICE:

7.1. The Tenderers are requested to quote **FIRM** price only, valid for **12 MONTHS** from the date of award of contract.

7.2. The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to TANGEDCO Stores anywhere in **Chennai**. A format for price schedule is given in **Schedule 'A'. (Pl . Refer Bill of Quantity- BOQ in Excel format in the specification documents)**

7.2.1. The Freight and Insurance charges shall be applicable for delivery to any stores of TANGEDCO in Tamil Nadu. Unloading the materials at destination stores should be done by the supplier at his own cost.

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

7.3. It is the responsibility of the tenderer to make sure about the correct rates of duty / tax leviable on the materials at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake.

7.4. All Type Tests and other tests specified and required to be submitted in the tender documents shall be conducted at **TENDERER'S COST**.

7.5.0. DECLARATION TOWARDS BENEFITS OF ITC UNDER GST :

7.5.1 Necessary GST ITC undertaking as per **SCHEDULE-I** shall be submitted by the L1 tenderer after evaluation for compliance with section 171 of GST Act by the bidder.

7.5.2 In the event of eligible evaluated bidders submitting the declaration as NIL ITC benefit, a certificate from Chartered Accountant has to be submitted certifying the same since the bidder may be ignorant of provisions of GST Act.

7.6. PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

The Tenderer shall indicate the Permanent Account No. in **Schedule 'F'** of the specification and should enclose the details of PAN issued by Government of India, Income Tax Department and **GSTIN number** of the firm with proof with the tender.

8.0. GOODS AND SERVICES TAX [GST]:

- i.** Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up is to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.
- ii.** The GST to be levied by the Centre on intra-State supply of goods and /or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.
- iii.** Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.
- iv. GST Registration Number:**
TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANGEDCO is 33AADCT4784E1ZC. The details are also posted in TANGEDCO web portal.
- v.** GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.
- vi. Transaction Value:**The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.
The conditions for accepting the transaction value are –
a) Supplier and the recipient of the supply are not related.
b) Price is the sole consideration for the supply.

- vii. Composition Scheme:** Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently RS.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.

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

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

- viii. SUPPLY OF SERVICE AND GOODS :** When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services

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

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

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

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

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

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

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

- 8.4.** Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.

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

- 8.6. GSTR-2A** of TANGEDCO will be verified to ensure the remittance of GST to Govt., by the supplier in respect of this PO. If the GST remitted by the supplier is found lesser than that claimed from TANGEDCO, the excess GST paid by TANGEDCO will be recovered from the supplier, duly adhering regular procedures. The supplier is requested to file the GST returns promptly to avoid delay in processing/payment of invoices. In case of non-filing of GSTR1 by supplier, the SD, EMD and other payments, if any, due to the supplier may be withheld.

- 8.7. GST- E-Way Bill :**

E-Way Bill is an electronic document to be generated to cover movement of goods more than 1,00,000 and such generation needs to be done in e way bill portal. Consequently, transporters of goods are required to carry an e way bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, Integrated tax and cess charged, if any. But it will not include value of freight charges for the movement charged by the transporter.

It is the responsibility of Supplier/Contractor to ensure the delivery at the destination stores /sites of TANGEDCO. Therefore, it is the responsibility of the Supplier/Contractor or their transporters to generate e-way bill before transporting goods for delivery at TANGEDCO's premises.

8.8. TDS under GST as per Section 51 of the CGST Act, 2017: -

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

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

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

8.9. GST on Forfeiture of Security deposits cum Performance Guarantee : -

GST @18% shall be applicable on Security Deposit (SD) cum performance Guarantee and shall be recovered additionally from the Supplier/Contractor.

8.10. Provision of Section -194Q of IT Act :

1. Any person, being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year, shall, at the time of credit of such sum to the account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50 Lakhs as TDS under Section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TANGEDCO for making the payment. In case the suppliers do not have PAN, TANGEDCO is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., Any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

2. The provisions of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collectible under the provisions of Section 206C.

3. On purchase of goods/materials, TANGEDCO shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s.206C(1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods.

4. In case of works contract wherein supply and erection portions are separable, the value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194Q. On the other charges i.e. erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply.

5. The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C(1H) has to be paid by TANGEDCO on purchase of Goods. Accordingly, TANGEDCO will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in **Schedule-H** to determine the applicability of TDS rate u/s 206 AB.

6. In case any procurement of goods/materials are made by TANGEDCO from overseas supplier and the payment is not taxable to the overseas supplier in India, the TDS under section 194Q will not apply.

9.0. INSURANCE:

Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance Under-writers/Carriers.

10.0. PAYMENT :

10.1. Payment for the materials supplied will be made through NEFT/RTGS / Bank transfer. Hence it is requested to furnish the following details within one week from the date of receipt of PO:

1. Name of the Account holder
2. Name of the bank, Branch and account number.
3. IFSC Code

The bank charges involved in making e-payment will be to the account of the supplier.

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

10.3 The payment will be made directly to the supplier based on submission of bills/claims to the Accounts branch of EDCs/CDCs against passing of bills by the concerned Superintending Engineer/EDCs/CDCs through central payment.

10.3.1 For the materials delivered within contractual delivery period :

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

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

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

10.3.2. For the materials delivered beyond contractual delivery period :

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

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

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

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

- (a) There should be no declining trend in prices.
- (b) Payment will be released as per the latest purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.
- (c) TANGEDCO reserves the right to accept or reject the delayed supplies without assigning any reason therefor and take action as per the other terms and conditions of this specification.

10.5. 100% payments will be made only on receipt of the supplier's bills in duplicate and passing of bills by the Superintending Engineer / EDCs/CDCs concerned after approval / acceptance of the following :

10.6 Acceptance / Approval of PO issuing Authority (CE/MM)

- (a) Security Deposit cum Performance Guarantee for 3%/5% value of the order .
- (b) GST Registration Certificate.
- (c) Undertaking towards jurisdiction for legal proceedings
- (d) Guarantee Certificate for the ordered quantity
- (e) Undertaking towards Input tax credit benefit passed on to TANGEDCO
- (f) Approval of Test reports (Acceptance & Routine tests carried out as per IS) after carrying out inspection for the offered / inspected quantity of cable / Waiver of inspection and issue of Despatch Instruction.
- (g) After the acceptance of the agreement from the successful bidders as detailed in the section IV - para 22.

10.6.1 Acceptance of Bill Passing Authority.: (SE / EDCs/CDCs)

(a) Invoices/Bills

(b) Guarantee Certificate for the supplied materials against DI issued by CE/MM

(c) e-way bill as per GST norms for the transport of material against DI issued by CE/MM

10.7. The supplier should despatch only after getting despatch instructions from the Chief Engineer/ Materials Management/ Superintending Engineer /MM-I. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches.

10.8 The tenderers/suppliers are requested to contact CFC/General/TANGEDCO in regard to the release of payment.

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :-

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

11.1. The successful tenderer / Supplier will have to furnish the Security Deposit cum Performance Guarantee / remit the amount in the form of Electronic Mode of Payment or DD / Banker's Cheque / Irrevocable Bank guarantee of 3 % of the value of the PO/Contract to be awarded up to 31.03.2023. If the PO/ contract to be awarded after 31.03.2023 then the security deposit cum performance Guarantee should be 5% value of the contract . **The Security Deposit cum Performance Guarantee shall be furnished within 30 days from the date of receipt of Purchase Order.** If the successful tenderer / supplier fails to remit the amount / furnish the Security Deposit cum Performance Guarantee within the above stipulated time, the EMD paid by the tenderer / supplier shall be forfeited and Purchase Order will be canceled without any further reference and order will be placed on the next eligible bidder.

11.2. If irrevocable Bank Guarantee furnished, then it should be a single Bank Guarantee of 3% / 5% of the purchase order value and valid for a **continuous period of 24 months from the anticipated date of receipt of last consignment of goods / materials at site in good condition.** In case of delay in supply, the Guarantee should be extended suitably. If the contract to be awarded after 31.03.2023 the security deposit cum performance Guarantee should be 5% value of the Contract.

11.3. The Security Deposit cum Performance Guarantee will not carry any interest.

11.4. The Security Deposit Cum Performance Guarantee will be returned /refunded to the supplier after the expiry of the guarantee period ensuring that defects/ damages during the guarantee period are rectified /replaced. If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.

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- 11.5.** If the performance period of the supplied material over and some quantity of within guarantee period defective materials are still pending for want of repair/replacement then fresh BG equal to the cost of such defective cable is to be furnished by the vendor for releasing original SD cum PBG by TANGEDCO (purchaser).
- 11.6.** In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TANGEDCO within the date of expiry of the existing Bank Guarantee. In case of failure to submit such extended Bank Guarantee within the due date (expiry date), TANGEDCO shall invoke the Bank Guarantee by addressing the Bank directly.
- 11.7** In case of any break in the validity of the Bank Guarantee submitted towards SD cum performance guarantee, TANGEDCO will invoke the BG on the last working day of its expiry of its validity and such proceeds shall be remitted to the TANGEDCO's collection account.

12.0. DELIVERY SCHEDULE :

12.1. The following delivery schedule shall be adhered to :

- (a)**
1. The commencement period is **15 days** from the date of receipt of the PO.
 2. Thereafter the delivery of the ordered quantity of material shall be completed in **TEN (10)** equal monthly installments.
 3. The quantity to be supplied in the **TEN (10) installments** i.e month wise quantity will be furnished in the Purchase order to be issued to the successful bidders.

Based on the requirements and contingencies, TANGEDCO has the right to advance / postpone the delivery schedule at the time of placing Purchase order. The quantity due to be supplied in each month will be taken into consideration for the purpose of liquidated Damages clause.

- (b)** Board reserves the right to cancel the quantities not supplied as per delivery schedule. The unsupplied quantities that lapse in the schedule, may be placed on other firms who have ensured timely delivery of material.
- (c)** The inspection call should be given not less than 15 days advance with the details of date of readiness, and the quantity of materials that will be ready for inspection by TANGEDCO's officers. The arrangement for inspection shall be made by suppliers in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TANGEDCO. It is the responsibility of the supplier to give advance information for inspection, despatch of materials and other obligations under the terms and conditions of this tender/contract in order to deliver the material within the contractual delivery period quoted /agreed.

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- 12.2** Tenderers should agree for delivery of materials **anywhere in TAMIL NADU** to be stipulated by the Board based on the schedule furnished. The delivery so specified shall be guaranteed by the tenderers under liquidated damages clause.
- 12.3.** TANGEDCO reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.
- 12.4.** TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 12.5.** To ensure sustained supply without any interruption, TANGEDCO reserves the right to place orders among more than one tenderer.
- 12.6** The Board will be at liberty to cancel the Purchase order if the supply is not made as per the delivery schedule, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation.
- The defaulting Suppliers/contractors will be liable to pay to the Board in addition to the liquidated damages for delay, would pay penalty an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract
- 12.7.** The actual date of receipt of each material with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 12.8.** The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 12.9** **After the issue of Despatch Instruction, if any delay is caused by the supplier in arranging timely despatches, their poor performance will be taken note of while ordering in future.**
- 12.10** If supplies to be rendered against the contract are made by the supplier beyond the period of delivery stipulated in the contract and they are accepted by the TANGEDCO such acceptance is without prejudice to TANGEDCO's right to levy liquidated damages for the delay in supply as per the liquidated damages clause. The TANGEDCO will also be at liberty to cancel the order, if the supply is not completed within the stipulated delivery period notwithstanding its rights to claim liquidated damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation
- 12.11** All supplies should be strictly as per schedule. Any advance supply will be accepted by TANGEDCO only based on the requirement.
- 12.12** At the time of issuing Purchase Order, the quantity allocation and delivery period will be appropriately indicated so as to enable the bidder to supply the material within the said delivery period.
- 12.13** The supply shall be effected in such a way that the materials reach the destination stores within the stipulated delivery period.

13.0 INSPECTION:

- 13.1.** Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address, contact phone/cell no, e-mail id etc. to enable inspection by Board if considered necessary.
- 13.2.** For New entrants factory inspection will be done by the Board's officers to assess the genuineness in manufacturing the tendered materials and to assess whether the firm have infrastructural facilities to manufacture the same.
- 13.3.** The inspection call should be given not less than 15 days in advance with the details of date of readiness and the quantity of materials that will be ready for inspection by TANGEDCO's officers. The arrangement for inspection shall be made by suppliers in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TANGEDCO.
- 13.4.** The quantity offered by the firm shall be manufactured and readily available at the time of inspection by TANGEDCO officials. If the quantity offered are not available at the time of inspection, the available quantity will be inspected and the balance quantity will be inspected separately after submission of written confirmation by the supplier to the PO placing authority.
- 13.5.** The authorized representatives of the purchaser shall have access to the supplier's works at any time during working hours, for the purpose of inspecting the manufacture of the materials and for testing the selected samples from the materials covered by this specification. The supplier or the sub-vendor shall provide facilities for the above.
- 13.6.** The supplier shall provide all the documents which is necessary to complete the inspections. TANGEDCO's representatives shall be allowed to inspect the Supplier's / Contractor's Quality assurance standards, procedures and records.
- 13.7.** The manufacturer shall offer all the reasonable facilities for inspection and testing at supplier of cost to the inspector representing the purchaser for inspection of the material in accordance with this specification.
- 13.8.** The Purchaser's right to inspect, test the materials wherever necessary after arrives at purchaser's store, shall no way limited or waived by the reason for having tested and passed already by the Purchaser's representative prior to materials despatch.

14.0. TESTS :-

14.1. Routine Tests :

i) Routine Test as per IS.7098/Part-2/2011 of latest issue as amended upto date for the above cables shall be conducted by the manufacturer on finished cables in entire quantity in each consignment.

ii) Routine Test results shall be submitted in duplicate to the Superintending Engineer / Materials Management-I, along with the inspection call and also got approved by him before the despatch of each consignment.

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

The supplier should despatch only after getting despatch instructions from the SE/MM-I. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches.

16.0 WEIGHMENT:

16.1 Weighment will be on the basis of Board's weighing Bridge available at the consignee stores/ Regional Stores and the weights recorded thereon will be final.

16.2 If the Board's weighing Bridge is not available, weighment will be made in the Weighing Bridge available locally. In that case, the availability and validity of the Certificate issued by the Weights and Measures Department for the correctness of the local Weigh Bridge may be ensured.

16.3 A representative may be deputed for witnessing the weighments at the destination stores / Local Weigh Bridge Station. However payment will be made based on the actual measured length of cable.

17.0. TEST AT SITE: (Random Sample test)

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

18.0. LIQUIDATED DAMAGES :

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

- 18.1.** If the supplier fails to deliver the materials within the time specified in the PO or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of half a percent (0.5%) of the All-inclusive price of the undelivered Materials for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the All-inclusive price of the materials so delayed. The actual date of delivery of materials with all its accessories at destination stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.
- 18.2.** If supplies to be rendered against the PO are made by the supplier beyond the period of delivery stipulated in the order and if they are accepted by the TANGEDCO, such acceptance is without prejudice to the TANGEDCO's rights to levy liquidated damages for the delay in supply.
- 18.3.** The TANGEDCO will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the P.O., notwithstanding its rights to claim liquidated damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
- 18.4** Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection
- 18.5.** 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.
- 18.6** The defaulting Suppliers/contractors will be liable to pay to the TANGEDCO in addition to Liquidated Damages for delay , the actual difference in price wherever TANGEDCO orders delayed quantity to be supplied by other agencies at a higher cost.
- 18.7** The suppliers are liable to pay the amount of loss by the TANGEDCO in the event of non-execution of orders, aif any placed on them either in full or part to the satisfaction of the TANGEDCO under terms and conditions of Contract and in the event of placing orders for such quantities on some others at a higher price

19.0. FORCE MAJEURE :-

- 19.1.** The supplier shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:
- (a) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.
- (b) Natural phenomena, such as floods, drought, earthquakes and epidemics.

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- (c)** Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restriction.
- (d)** Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, break down of essential machinery or equipments etc.
- (e)** Strikes, slow down, and lockouts
- (f)** Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply. All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the supplier to perform

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

19.2. Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the Board may at its option terminate the contract by a notice in writing.

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

20.0. GUARANTEE :-

20.1. The entire materials should be guaranteed for the satisfactory operation and workmanship for a period 18 months from the date of receipt of materials in good condition at site or 12 months from the date of commissioning whichever is LATER, subject to an overall guarantee period of 24 months from the date of supply.

20.2. Any defects noticed during the above period shall be rectified by the supplier free of charge to TANGEDCO within **two (2) months** on receipt of instruction/intimation from the purchaser. Tenders without the above are liable for rejection.

20.3. A written guarantee guaranteeing TANGEDCO against any defects in the materials supplied or in the Workmanship should be furnished along with the first bills for payment. This should be operative for the period of 24 months from the date of receipt of materials at site in good condition.

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- 20.4.** Any defects or failure occurring within the guarantee period due to fault design, poor workmanship and bad quality of raw materials used shall be rectified/replaced free of cost within **two (2) months** on receipt of intimation from the purchaser on such defects of failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the bills themselves.
- 20.5** Any defects/failures noticed during the Guarantee period shall be replaced free of cost within two months from the date of intimation of defects/failures. Irrespective of number of failures/defects within the Guarantee period , the suppliers are responsible for replacement of the defective material. The Guarantee period for such replaced material shall be 12 months from the date of receipt of the material or the original Guarantee period of 24 months from the date of receipt of material (excluding the time taken for replacement) whichever is later.
- 20.6.** The incidental expenses, transport and freight charges for the replacement of defective materials within the guarantee period may also be borne by the supplier.
- 20.7.** The tenderers shall guarantee among the other following things :
- (i)** Quality and Strength of materials used.
 - (ii)** Safe electrical and mechanical stresses on all parts of the material under all specified conditions.
 - (iii)** Performance figures shall be confirmed by the tenderers in the **Schedule of Guaranteed technical particulars** in **Schedule-E1** and technical requirements of the tender.
- 21.0. LOSS OR DAMAGE**
- 21.1.** External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced/rectified by the supplier, free of cost as per clause 22.0.

- 21.2** 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 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 require the supplier to replace the defective goods, free of cost.
- 21.3.** Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, 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.
- 21.4.** 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.
- 21.5.** For all legal purposes, the materials shall be deemed to pass into the Board's ownership at the destination Stores, where they are delivered and accepted.

22.0. REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS :

- 22.1.** Notwithstanding anything contained in Liquidated Damages clause of the PO., 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, such defects or damages in the materials supplied shall be rectified either at the point of destination or at the supplier's works at the cost of the supplier, against proper security and acknowledgment. In the alternative, the defective or damaged materials shall be replaced free of cost within **two months** on receipt of the intimation from the purchaser. If the defects or damages are not rectified or replaced within this period, the contractor shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages.
- 22.2.** If even after such rectification or replacement of the damaged or defective part, if the equipment/materials ordered is not giving the satisfactory performance as per the contract, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss sustained by TANGEDCO.

22.3. Notwithstanding any other remedies available, the Purchaser shall be entitled to dispose of the defective/damaged materials in 'as is where is' condition without further notice, if the contractor/supplier fails to rectify the defect and/or replace the damaged materials and/or fails to remove the defective/damaged materials within such period as may be notified by the Purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to TANGEDCO such as Liquidated Damages, ground rent etc., as may be determined by the Purchaser.

22.4. If any delay is caused by the supplier in replacement of defective/damaged material, their poor performance will be taken note of while ordering in future

23.0 RESPONSIBILITY:

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

24.0 FAILURE TO EXECUTE THE PURCHASE ORDER /CONTRACT:

24.1. Suppliers failing to execute the order placed on them to the satisfaction of the TANGEDCO under the terms and conditions set-forth therein, will be liable to pay to the Board in addition to the liquidated damages for delay would pay penalty an amount equivalent to EMD / SD **or** an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract. This is without prejudice to other rights under the terms of contract.

25.0 NON-ASSIGNMENT:

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

26.0 RECOVERY OF DUES:

26.1. The Board is empowered:

- (a)** To recover any dues against this contract in any bills/ Security Deposit Cum Performance Guarantee/ Earnest Money Deposit / Permanent E.M.D. due to the suppliers either in this contract or any other contract with Board.
- (b)** To recover any dues against any other contracts of the suppliers with Board, with the available amount due to the supplier / Contractor against this contract.

27.0. EFFECTING OF RECOVERIES :-

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

28.0. RAW MATERIALS :-

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

29.0. GST REGISTRATION CERTIFICATE :-

The tenderer should upload the copy of the GST registration certificate in their offer.

30.0. ARBITRATION ACT NOT TO APPLY:

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

31.0 PAST PERFORMANCE :-

31.1. The intending tenderers shall furnish the details of various supply orders / work contracts executed by them for the past ten years as on the date of Tendering in the proforma enclosed in the Tender Specification as per **Schedule-C** along with end user Certificate for satisfactory performance of the materials supplied.

31.2. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note for, while dealing with the Tenders in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF PURCHASE ORDER/CONTRACT) :

31.0.

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

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32.0. QUANTITIES :

The quantities mentioned in this specification are only tentative. The purchaser reserves the right to revise the quantities at the time of placing the orders, to the extent of 25% either way of the requirement indicated in the tender document as per the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in tender rules 2000 and subsequent amendments thereof as applicable to this Tender.

**CHIEF ENGINEER
MATERIAL MANAGEMENT**

: 46 :

**SECTION-VI
TECHNICAL SPECIFICATION**

11 KV , 3x300 SQ.MM XLPE ALUMINIUM POWER CABLE.

- 1.0. GENERAL:** 6.35/11 KV, 3x300 SQ.MM XLPE compacted Circular shaped cables consisting of H2/H4 Grade stranded Aluminium Conductors, screened with extruded semi-conducting compound XLPE insulated, insulation screened with extruded semi-conducting compound in combination with a layer of non-magnetic copper tape. The inner sheath over laid up cores shall be extruded PVC compound and the outer sheath over laps shall be black extruded Thermoplastic HDPE (High density Poly ethylene). Armouring shall be of two layer galvanized steel strips. The Cables shall conform to IS.7098/Part-2/2011 with its amendments upto date and with ISI marking.
- 2.0. VOLTAGE GRADE U_0 / U .** : 6.35/ 11 KV
- 2.1. PURPOSE** : For use in 11 KV Net work (earthed system) to be laid in system under ground.
- 2.2. CONDUCTOR SIZE AND MATERIAL** : 3 X 300 SQ.MM Size and H2 / H4 Grade Aluminum confirming to IS 8130.
- 2.3. RESISTANCE OF CONDUCTOR** : Maximum, resistance of 0.100 ohm per Km.
- 2.4. FORMATION OF CONDUCTOR** : Compacted Circular.
- 2.5. NUMBER OF STRANDS PER CORE** : 61
- 3.0. CABLE LENGTHS** Cable shall be supplied in continuous drum length of 200 metres / 500 meter with a tolerance of plus or minus 3% . 40% of the ordered cable shall be 200 meters.
- 3.1.** A Quantity of cable, not exceeding 5% of the ordered quantity will be allowed to be supplied in non-standard length, but none of which shall be less than 50% of the Standard length mentioned for 200m drum and 80% of standard length mentioned for 500meters.
- 3.2.** A total quantity of plus or minus 5% of the Cable ordered will be allowed to be supplied than the ordered quantity.

4.0. MANUFACTURER'S IDENTIFICATION:

The following details/ words may be indented, printed or embossed on the outer sheath of the cable at intervals of two meters approximately and cable length shall be indicated in sequential number in each drum.

- i) Manufacturer's Name or Trade Mark.
- ii) Year of manufacture.
- iii) " TANGEDCO. 11 KV 3 x 300 sq. mm XLPE Alum. Power Cable"

4.1 The cable length shall be indicated in sequential number in every meter

4.2. The numbering should not be washed away if immersed in oil etc.

5.0 IDENTIFICATION OF CORES :

5.1 Core identification for the three core cables shall be either by (Red ,Yellow and Blue) colored strips applied on the Cores.

5.2 For identification by different colouring of XLPE insulation, or by using Coloured strips, Red, Yellow and Blue colours respectively shall be used to identify phase conductors.

6.0. PACKING:

6.1. The packing shall comply with clause 22 of IS 7098/Part -2/2011 with its amendments up to date. The Cables should be securely packed in non-returnable well sturdy steel drums so as to withstand rough handling during transport by Rail, Road, etc. and subsequent storage. The diameter of the barrel of the drums should not be less than 20 times the overall diameter of the cable.

6.2. The following information shall be stenciled on steel drums in bold letters.

- a) Reference to the Indian Standard Specification.
- b) Manufacturers' name, brand name or trade mark.
- c) Type of Cable and Voltage Grade.
- d) Number of Cores.
- e) Nominal cross sectional area of the conductor
- f) Cable code. -A2XFF2Y
- g) Length of the Cable in metres.
- h) Number of the lengths of the drum.
- i) Direction of rotation of the drum
- j) Approximate gross weight.
- k) Year of manufacture.
- l) The drum may also be marked with ISI Certification mark.
- m) The location of the outer end of the cable shall be indicated by an arrow mark in the drum.

7.0. CABLE END SEALING:

The end of the cable shall be capped and sealed with Heat shrinkable end caps at both ends suitably so as to avoid entry of moisture and also to supply extra two HS type end caps per drum.

8.0. CONDUCTOR SCREENING:

Conductor screening shall be provided by applying non-metallic extruded semi-conducting compound as per clause-6 & 11.1 of IS.7098/Part-2/2011 with its amendments upto date.

9.0. CONDUCTOR INSULATION: The conductor insulation shall be of cross linked polyethylene as per Clause 5 & 12 of IS.7098/Part -2/2011 with its amendments up to date. The thickness of the insulation shall be table 4 of IS 7098 /Part -2/2011 with voltage of 6.35/11KV.

10.0 INSULATION SCREENING:

Cables shall be provided with insulation screening as per Clause-13 of IS.7098/Part-2/2011 with its amendments upto date. Non-metallic part shall be applied directly over the insulation of each core and shall consist of extruded semi conducting compound. Metallic part shall consist of non-magnetic copper tape.

11.0 INNER SHEATH:

The inner sheath over laid up cores shall be by extruded PVC compound conforming to Clause -7 & 16 of IS 7098/Part-2/2011 with its amendments upto date. Thickness of the Inner Sheath shall adhere to Table 5.0 of IS 7098/Part-2/2011 with its amendments upto date

12.0 OUTER SHEATH:

Extruded Thermoplastic HDPE outer sheath confirming to IEC: 502/1983, shall be applied over armouring with suitable additives to prevent attack by rodents and termites. The colour of the outer sheath shall be black shall be confirming to clause- 9&18 of IS.7098/Part-2/2011 with its amendments upto date. The thickness of the outer sheath shall be as per clause 18.3.2 of IS.7098/Part-2/2011 with its amendments upto date.

13.0. ARMOURING:

Armouring applied over the inner sheath shall be of two layer of galvanized steel strips and as per clause 8 of IS.7098/Part-2/2011 with its amendments up to date.

14.0. TEST CERTIFICATES:

14.1 Type test certificate shall be furnished for tender Processing.

14.2 Routine and Acceptance Test and other Special Tests as per clause 19 of IS.7098/Part-2/2011 with its amendments upto date. The tests shall be conducted and the test results shall be furnished to the Chief Engineer / Superintending concerned for approval before dispatch.

15.0. CURING :

Cable manufactured with Sioplas method of curing or Dry- cure process with inert gas using CCV system, Radiation curing system or Die-Line system alone are acceptable. The type of curing method adopted shall be furnished in schedule-E-1.(GTP)

16.0. GUARANTEED PARTICULARS :

The tenderers shall furnish the **Guaranteed Particulars in Schedule E-1** along with the offer, without which their Offers are liable to be rejected.

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SCHEDULE – A
PRICE SCHEDULE

(Model of Item wise BOQ Template in Excel format)

Tender Inviting Authority: Chief Engineer/ Material Management														
Name of Work: Supply of 11 KV 3 x 300 sq.mm UG XLPE Power cable														
Contract No: M . 2 /2023-24														
Name of the Bidder/ Bidding Firm / Company														
<u>Price Schedule</u> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)														
Sl. No	Description	Item code/ make	Quantity	Units	Basic Rate to be entered by the bidder In Rs. Ps.	Freight & Insurance In Rs. Ps	Packing and Forwarding	HSN Code	GST In %			All inclusive rate per unit without Tax In Rs. Ps	All inclusive rate per unit with Tax In Rs. Ps	Total Amount in Words
									Within Tamil Nadu		Outside Tamil Nadu			
									SGST In %	CGST In %	IGST In %			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
1	Supply of 11 KV 3 x 300 sq.mm UG XLPE Power cable													
1.01	11 KV 3 x 300 sq.mm UG XLPE Power cable	Item1	1.0	K Ms							0.00	0.00	INR Zero only	
Total in Figures											0.00	0.00	INR Zero only	
Quoted rate in words								INR Zero only						

Note: **The bidders shall enter their financial quotes marked in white colour unprotected cells of item wise BOQ through online.**

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SCHEDULE –B
SCHEDULE OF MATERIALS AND DELIVERY PERIOD
(To be filled in by the Tenderer.)

TENDERED QUANTITY =500 Kms.

Sl.N O	Description of material	Quantity Offered per month in Km.	Total quantity offered
	11KV, 3x300 sq. mm UG XLPE Cable		

Company Seal:

Signature :

Designation:

Name:

Date:

Company:

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SCHEDULE – C

DURING THE PAST TEN YEARS AS ON THE DATE OF TENDER
STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION
IN RESPECT OF THE TENDERED MATERIAL

Sl. no.	Name & Address of the Organization incl. other SEBs	Name of the material	P.O. No. & Date	Quantity	Value of order in Rs. Lakhs FOR(D) Price	Scheduled date of completion of order	Actual date of completion of order	Whether PO Copy is furnished (Yes/ No)	Whether End User Certificate Copy is Enclosed (Yes/ No)
1	2	3	4	5	6	7	8	9	10

NOTE :

Copies of orders and end user certificate shall be furnished in the bids.

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

DATE :

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SCHEDULE – D

DECLARATION FORM

To

The Chief Engineer / Material Management,
Tamil Nadu Generation and Distribution Corporation Ltd.,,
4th Floor / Western Wing,
NPKRR Maaligai, Electricity Avenue,
144, Anna Salai,
Chennai 600002.

Dear Sir,

Having examined the above Specification No. M.2 /2023-24 together with the accompanying schedules etc., we hereby offer to manufacture and supply the materials covered in this specification at the rates entered in the attached schedule of prices.

1 We hereby guarantee the particulars entered in the schedules attached to the specification.

2 In accordance with security deposit cum performance Guarantee clause, Section-V of the specification we agree to furnish D.D. / Bankers cheque / irrevocable B.G. of 5% of the total accepted value of the contract.

3 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,

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

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SCHEDULE –E-1

Guaranteed Technical Particulars

The tenderers shall furnish the following guaranteed particulars along with the offer without which their quotations are liable to be rejected

SI No	Description	Bidder`s Data
1	Name of the Manufacturer	
2	Trade Mark / Brand Name	
3	Type of cable	
4	Voltage Grade	
5	Reference to IS/IEC	
6	Maximum DC resistance of conductor at 20°C	
7	Conductor material	
8	Formation of conductor	
	Diameter of each wire	
9	Diameter of conductor (mm)	
10	Conductor Screening Type & Material	
11	Type of Insulation	
12	Insulation resistance At 27 degrees centigrade	
13	Material and thickness of Insulation Average:	
14	Whether XLPE insulation dry gas cured	
15	Material and thickness of insulation screening Material Metallic Portion: Non-Metallic Portion: Metallic screen fault current capacity	
16	Identification of cores	

17	Diameter over laid up cores	
18	Inner sheath Type & Material Nominal thickness Calculated dia. over inner sheath	
19	Filler material	
20	Armouring A) material B) nominal size of strip / wire armour C) calculated dia. Over armour	
21	Outer sheath A) Material B) Thickness	
22	Approximate over all diameter	
23	Type and material of separator provided between the layers of armouring	
24	Approximate weight of cable per Km.	
25	Standard drum length	
26	Short circuit rating of conductor For a duration of one sec.	
27	Continuous current carrying capacity	
28	Derating factors, for various Conditions of laying, are not worse than those specified in applicable IS / IEC	
29	DC Resistance at 20° C	
30	AC Resistance at 90° C	
31	Approx. Reactance at 50 hz	
32	Approx. Capacitance	
33	Loss tangent	
34	Dielectric constant	
35	Recommended minimum bending radius	
36	Safe pulling force	

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37	Sequential marking of length	
38	Embossing	
39	Any other relevant particulars	

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

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SCHEDULE - E

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

This undertaking executed at on this (Date).....(Month) two thousand and twenty three by M/s. Registered under Companies Act, 1956 having its registered office athereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the Tamil Nadu Generation and Distribution Corporation Limited a statutory authority , a body corporate constituted as per provision of G.O.MS.No.100, dt.9.10.2010, having its registered Office at No.144 Anna Salai, NPKRR Maaligai, Chennai – 600002 herein after called the purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns.)

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

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

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

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

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

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

WITNESS :

- 1.
- 2.

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SCHEDULE – F
QUESTIONNAIRE – A
BID QUALIFICATION REQUIREMENT & COMMERCIAL CONDITIONS

INSTRUCTIONS :

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

Sl. no.	PARTICULARS	BIDDER'S RESPONSE
1	Name & Address of the Firm / Company	
a	Registered Office.	
b	Factory / Work's Address	
c	FAX No. , Telephone No & Mobile no.	
d	E-Mail ID.	
e	Permanent Account Number(PAN)	
f	GST registration No.	
g	GSTIN No.	
h	HSN code of the tendered material	
2	Name, Designation & Address of the person signing the tender.	
3.a	Whether the Company is Small Scale / Medium Scale / Large Scale Unit. (Specify correctly)	
b	If so, write Registration No.	
c	If SSI Unit registered with Udyam Portal, the registration number shall be furnished.	
d	Legal Status of the company. (Partnership / sole property / Registered under companies Act)	
4	Confirm whether tenderer is a manufacturer UG XLPE Power cable.	YES / NO
4.1.	Whether tenderer Manufactured and supplied satisfactorily a minimum of 50 KMs of 11 KV 3x 300 sq.mm or higher Voltage rating / higher size 3 core UG XLPE Power Cables put together during the preceding ten years as on the date of opening of tender to State Electricity Boards/ Power Utilities / Central / State Public Sector undertaking and proof furnished.	YES / NO
4.2	Whether Self attested Copies of purchase orders for the above furnished along with end user's certificate for satisfactory execution of the contract and performance of the above Power Cables supplied	YES / NO

SIGNATURE OF THE TENDERER

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5.0	The Annual Turn Over for the years specified	2019-20- Rs. 2020-21- Rs. 2021-22- Rs.
5.1	Whether documentary evidence for the Annual Turn Over enclosed.	YES / NO
6.0	Whether the currently valid BIS License furnished	YES / NO
7.0	Details required as per Schedule – C are also uploaded.	YES / NO
8.0	EARNEST MONEY DEPOSIT :	
8.1	Amount : Rs.92.51 lakhs (Rupees Ninety two lalks and fifty one thousand only)	
8.2	Mode of Payment :	NEFT / RTGS / Bank Account transfer to same branch.
	Whether scanned copy of the e-receipt duly reflecting the UTR Number/copy of the bank scroll has been uploaded.	YES / NO
(a)	If BG is furnished in lieu of EMD amount, whether uploaded the BG obtained from Nationalised or Scheduled Bank as per Annexure 1	YES / NO
8.3	If exempted for paying EMD, state whether the bidder has uploaded the documentary evidence showing their Micro / SSI status. i.e "Udyam" Registration certificate etc. as required under Section-I of the tender specification. Whether undertaking as per Annexure-2 furnished.	YES / NO
8.4	Whether Permanent EMD of Rs.1 crore is available with TANGEDCO headquarters (Documentary evidence about acceptance of PEMD is enclosed) The PEMD holder shall also furnish /upload an undertaking in a non-judicial stamp paper of value not less than Rs.80/- in lieu of EMD	YES / NO
	NOTE: If item (8.2) or (8.3) or (8.4) is not up loaded for payment of EMD/ exemption during submission of the Techno commercial bid, the Commercial & Technical Bids will not be opened.	
9	TYPE TEST CERTIFICATES :-	
a	Whether the copy of the Type Test Certificates for the test prescribed in IS 7098 / Part-II / 1985 of latest issue and as amended up to date for the tendered cable is enclosed along with the tender or as per requirement (as mentioned in the BQR)	YES/NO Name of Lab : Date of Test :

SIGNATURE OF THE TENDERER

10	VALIDITY :	
	Whether your offer is valid for a period of 90 days from the date of opening of Commercial / Technical Bids . [Offers with validity period of less than 90 days are liable to be rejected].	YES / NO
11	PRICE :	
a	Whether the price quoted is FIRM for a period of 12 months from the date of receipt of award of contract.	YES / NO
b	Whether the following breakups for the quoted Unit Price (All inclusive Price excluding GST) have been mentioned in Schedule-A (BOQ) of this specification.	YES / NO
c	Unit Ex-works Price	YES / NO
d	Freight & Insurance charges.	YES / NO
e	Whether GST Applicable (Percentage & Amount) has been mentioned separately.	YES / NO
f	Confirm that any additional amount of GST due to upward revision on account of increase in Turnover during the contractual period shall be borne by you.	YES / NO
g	Confirm that price quoted price is after accounting for GST input credit and necessary undertaking as per Annexure-I furnished	YES / NO
h	Whether you are agreeable, in case of delayed delivery, the GST prevailing on the date of actual delivery or GST applicable on the date of contractual date of delivery whichever is less shall only be payable.	YES / NO
i	Confirm that packing & Forwarding, Freight & Insurance charges quoted are applicable for delivery to any of the TANGEDCO stores any where in Tamil Nadu	YES / NO
	If the breakup details are not furnished, offer will be liable for rejection.	

SIGNATURE OF THE TENDERER

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SCHEDULE – F

QUESTIONNAIRE – B

TECHNICAL TERMS

INSTRUCTIONS :

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

Sl. no.	PARTICULARS	BIDDER'S RESPONSE
1	Whether materials offered is exactly as per Technical Specification in Section – VI. (Tender offers with Deviations in Technical Terms are liable to be rejected).	YES / NO
2	If not, give details of Technical Deviation in the Shedule -G	
3	Whether all testing facilities for conducting routine tests as per IS:7098 Part-II are available in your factory or not.	YES / NO

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

UNDERTAKING

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

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

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SCHEDULE – G

SCHEDULE FOR COMMERCIAL AND TECHNICAL DEVIATION

1. **Technical Deviation**

SL.NO	Clause No.	Description of clause	Description of Deviation

2. **Commercial Deviation :**

SL.NO	Clause No.	Description of clause	Description of Deviation

Note : It may be noted that Technical and commercial deviation against the tender specification are liable for rejection.

COMPANY SEAL
NAME :
DESIGNATION :
COMPANY :
DATE :

SIGNATURE :

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SCHEDULE – H

Declaration pursuant to Section 206AB

(To be obtained from applicable Suppliers)

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

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

S. No	Assessment Year	Acknowledgement No	Date of Filing
1	2019-20	_____	_____
2	2020-21	_____	_____
3.	2021-22		

Place :

Date :

(Authorized Signatory)
Signature & Seal

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SCHEDULE – I

UNDERTAKING TOWARDS INPUT TAX CREDIT Benefit under GST

(Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than Rs.80/-)

To
The Chief Engineer ,
Materials Management ,
TANGEDCO.
Chennai – 2.

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

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

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

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

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

- 1.
- 2.

Note: Bidder may strike out the para which not applicable

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SCHEDULE –J

DECLARATION FORM

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

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of
Tender.

Tender Reference No:----- Name of Tender/Work

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely:

as per your advertisement, given in the above mentioned website (s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure (s), schedule(s), etc.,) which form part of the contract agreement and I /We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum (s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

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ANNEXURE-1

FORMAT FOR BANK GUARANTEE IN LIEU OF E.M.D.

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

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

Date:

Bid Guarantee No:

We have been informed that M/s..... (here after called "the bidder") has submitted to you its bid dated (herein after called, "the bid") for TANGEDCO e-Tender Specification No: **M-2/ 2023-24.**

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

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

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

This Guarantee will expire :

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

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

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

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

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

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN:

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

2. The Bank Guarantee shall be valid up to

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

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

In the presence of witnesses:

1.

2.

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

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

: 81:

Annexure -2

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

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

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

TO AND IN FAVOUR OF THE TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED, a Board Corporate constituted under the Electricity (Supply) Act, 1948 (Central Act LIV of 1948) having its office at NPKRR Maaligai, Electricity Avenue, 144 Anna Salai, Chennai 600002, herein after called the "BOARD" (which expression shall where the context so admits mean and include its successors in office and Assigns).

WHEREAS the contract is for the supply / erection / construction etc. in terms of theTender Specification No. date.....

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 Board to accept an undertaking in lieu of payment in cash of the Earnest Money Deposit.

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

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

- 1) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- 2) If he revises any of the terms quoted during the validity period.
- 3) If he violates any of the conditions of the Tender Specification No..... Dated

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

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

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

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

In the presence of witnesses :

SIGNATURE

1. Signature
Name and Address

NAME IN BLOCK LETTERS

2. Signature
Name and Address

SEAL OF THE COMPANY.

: 83:

ANNEXURE-3

**UNDERTAKING TO PAY PENALTY IN THE EVENT OF NON
FULFILLMENT or NON OBSERVANCE OF ANY CONDITIONS
STIPULATED IN THE CONTRACT.**

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

To

The Chief Engineer ,
Materials Management ,
TANGEDCO.
Chennai – 2.

We hereby declare and confirm that we would pay penalty an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract in addition to the liquidated damages for delay failing which TANGEDCO may take appropriate action.

SIGNATURE :

COMPANY SEAL :

NAME :

DESIGNATION :

COMPANY :

DATE :

WITNESS :

1.

2.

***** **END*******