TRANSMISSION CORPORATION OF TELANGANA LIMITED

Tender No:

TENDER NO: CE/MZ/HYD/O&M/ew- 12/2020-21.

Name of the Work:

Painting of MS tower structures at 220/132/33KV Shapurnagar SS.

CHIEF ENGINEER, METRO ZONE
OPP. CTI, GTS COLONY
TSTRANSCO, HYDERABAD.
TELE -040-23836705
&
FAX: 040 – 23836703.

TRANSMISSION CORPORTION OF TELANGANA LIMITED
TENDER NOTICE

TENDER SPECIFICATION NO.CE/METRO ZONE/ HYD/ew-12/2020-21, ON E-PROCUREMENT PLATFORM

1.	Department Name	Transmission Corporation of Telangana Limited
2.	Tender Subject	Painting of MS tower structures at 220/132/33KV Shapurnagar SS
3.	Estimated Contract value.	**Rs.12,31,654/- (Rupees Twelve Lakhs Thirty One Thousand Six Hundred and Fifty Four Only)**
4.	Period of Contract	4 months
5.	Form of Contract	LS
6.	Tender Type	Open
7.	Tender Category	Works
8.	EMD/BID SECURITY	**2% of Estimated Contract Value i.e., Rs. 24,633/-**
9.	Bid Security Payable to	In the shape of online payment or challan generation in favour of Superintending Engineer/OMC/Metro-West/Hyderabad payable at Hyderabad and shall cover a period of 30 days over and above the period of bid validity.
10.	Bid validity	90 Days
11.	Transaction fee	**Rs. 437/-** which includes Goods and Service Tax
12.	Transaction fee payable along with tender to	Payable on line to MD, TSTS, Hyderabad.
13.	Schedule Available Date	29-10-2020 at 05:00 PM (IST)
14.	Schedule Closing Date	01-12-2020 at 1:00 PM (IST)
15.	Bid Submission closing Date & time	01-12-2020 at 03:00 PM (IST)
16.	Bid Submission	Online
17.	Bid Opening Date & Time	01-12-2020 at 04:00 PM (IST)
18.	Place of bid opening	At the office of Chief Engineer/Metro Zone/TSTRANSCO/ Hyderabad.
19.	Officer Inviting Bids	Chief Engineer/Metro Zone /TSTRANSCO/Hyderabad.
20.	Address:	Chief Engineer, Metro Zone , TSTRANSCO, Opp. CTI, GTS Colony, Erragadda, Hyderabad – 500 045.
21.	Contact details / Telephone, Fax	Phone / Fax No. 040-23836705/23836703.

1. ELIGIBILITY CRETERIA:

Physical experience:

1. The Bidder should have valid registration with TSTRANSCO.

2. The bidder should have valid ‘A’ grade Electrical License for executing the works exceeding 33KV or 132 KV all voltages.

3. Bidder should have achieved an annual turnover equal to 100% of the value of the works proposed in the bid specification in any one financial year during the last five financial years including current financial year duly certified by competent authority.

4. The bidder in his name should have successfully executed minimum 1 Painting work of structures/ towers of 132KV and above voltage level Sub Stations/Lines in last 10 years as on the date of bid opening as prime contractor and should posses a satisfactory completion certificate issued by not less than the rank of Divisional Engineer.

5. The bidder should have Goods and Service Tax registration.

6. The bids will be treated as non responsive in case of not uploading the above mentioned mandatory documents. TSTRANSCO decision is final in this regard in qualifying the bidders or rejecting any or all bidders. TSTRANSCO reserves the right to accept or reject any bid or all bids. No requests will be considered in this matter

2. General Terms & Conditions: As per tender's document.

To qualify for consideration of award of contract, each tenderer should fulfill the following criteria:

The details and all Certificates are to be furnished as per the proforma available in the tender schedules. Certificates not furnished as per the proforma will not be considered.

The bidder is subjected to be disqualified and is liable for black listing and forfeiture of E.M.D., if he is found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements. Even while execution of the work; if it is found that the contractor had produced False/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and forfeiture of E.M.D. / Performance Security and also the amounts due to him.

3.

a. The e-Procurement application is PKI enabled and supports the digital certificates issued by (TSTS) for signing the bids at the time of submission by bidder. The bidder has to procure the digital certificates issued by (TSTS) Ltd., Hyderabad following the procedure laid for the same. Digitally signed bids are to be submitted electronically through e-procurement without which the tender will not be considered for opening.

b. If the bidders intend to know the procedure of bid submission on e-procurement platform, suitable training will be given by M/s. Vupadhi Techno Services Pvt. Ltd., Hyderabad.

c. TSTRANSCO reserves the right to cancel/alter the bid conditions at any time without assigning any reasons thereof.

d. In the process, if the works are stalled due to legal intervention or due to natural calamities, no compensation will be paid.

4. <u>Procedure for Bid submission:</u>

4.1 Detailed procedure for bid submission is described in the bid document.

4.2 Bidders shall submit a declaration without any reservation whatsoever that the submitted eligibility and qualification details and bid is without any deviations and are strictly in conformity with documents issued by the Employer.

4.3 Declaration should be given by the bidders for the correctness of the credentials submitted by him.

4.4 For registration and online bid submission, bidders may contact HELP DESK of M/s.Vupadhi Techno Services Pvt. Ltd, Hyderabad on eproc-itc@telangana.gov.in or https://tender. telangana.gov.in.

5. The bidders shall submit a written Power of Attorney authorizing the signatory of the bid to commit on behalf of the bidder.

6. <u>Scope of the work</u>: Painting of MS tower structures at 220/132/33KV Shapurnagar SS

7. Contents of the specification:

a) Notice Inviting Tender.
b) Instructions to bidders.
c) General
d) Financial terms & conditions.
e) Technical
f) Special conditions of the contract
g) Schedules I to IX
h) Check list.
i) Appendix I to IV
j) Formats I to III
k) Price schedule A
l) Schedule B

Formats:

A) Bid form
B) Format for Bank's Certificate for credit facilities.

8. Completion Period : As specified in NIT & Specification (4) months from the date of handing over of site. The work will be taken up subject to availability of line clearances.

9. Terms of payment : As in Clause (2.4) of Section-II (Financial)

10. Schedules: To be filled up and furnished along with the bid. In case of joint venture, schedules are to be filled up by both the partners

A)	Particulars of Registration	:	Schedule-I
B)	Details of Technical personnel	:	Schedule-II
C)	Details regarding Financial standing and Financial Turnover	:	Schedule-III(A&B)
	Details of contracts similar executed	:	Schedule-IV
	Details of ongoing works under execution in TSTRANSCO/DISCOMS	:	Schedule-V
D)	Undertaking to be given by the bidder	:	Schedule-VI
E)	Declaration for taking up awarded works	:	Schedule-VII
F)	Bank account details	:	Schedule-VIII
G)	Experience Certificate	:	Schedule-IX
H)	Check List	:	
I)	Price Schedules of Works	:	Schedule-A
J)	Completion Period	:	Schedule-B

NOTE:

1. This office is not responsible for any omissions in the bid specification downloaded by the bidders from the web site.
2. The bidders can verify the accuracy of the downloaded bid specification with the master copy available at the office. On any working day during office hours 10:30 AM to 5:00 PM
3. The bidders are requested to check the web site before schedule closing date for any changes in the tender.
4. ON EPROCUREMENT PLAT *FORM TL&SS/ ZONE READ AS METRO.*

1. INSTRUCTIONS TO TENDERERS

Name of work: Painting of MS towers structures at 220/132/ 33KV Shapurnagar SS.

The Chief Engineer/Metro Zone/TSTRANSCO/Hyderabad invites bids for the above work during the period, for which dates and time are specified in the NIT and will be opened by (him) or his nominee at this office on the date and time mentioned in the NIT.

1.1 The intending Tenderers would be required to enroll themselves on the 'e'-procurement market place at www.tender.telangana.gov.in

1.2 The Tenders should be in the prescribed form invited on e-procurement by the Chief Engineer/Metro Zone/Hyderabad (As specified in NIT) that can be downloaded free of cost from the website www.tender.telangana.gov.in

1.3 The dates stipulated in the tender notice are firm and under any circumstances they will not be changed unless officially extended.

1.4 The Tenderer should upload scanned copies as specified in checklist and all enclosures required for the schedules and Appendices and produce copies (Bid security, & Transaction Fee) before the date of opening of bid. Contractor should produce the originals of all documents for verification if asked for by the Competent Authority within 3 (Three) days from the date of intimation.

1.5 The Tender opening Authority will not consider any tender received after expiry of date and time fixed (As specified in NIT) for receipt of tenders.

1.6 Transaction fee: The Transaction fee at 0.03% on ECV (Estimate Contract value) of work and 18% on transaction fees as Goods and Service tax shall be payable by electronic Payment on e-procurement platform, which provides a facility to participating suppliers/contractors to electronically pay the transaction fee from the platform, by using their credit cards.

The Payment Gateway accepts all Master and VISA credit cards issued by any bank to conduct the transaction. The payment of transaction fee on line is mandatory for participating in the bidding.

1.7 Successful Tenderer shall pay the Corpus fund to TSTS @ 0.04% on ECV in the form of DD payable at Hyderabad and drawn in favour of MD, TSTS, Hyderabad to sustain 'e' procurement initiatives, research and development of software application for automation for process in user departments.

1.8 The successful Tenderer is expected to complete the work within the time period specified in the NIT and specification.

2. TENDERERS / FIRMS ELIGIBLE TO TENDER:

2.0 The Tenderers / Firms who

i) Possess the valid registration as mentioned in the NIT and satisfies all the conditions therein.

ii) Are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business

iii) Have complied with the eligibility criteria specified in the NIT are the eligible Tenderers / Firms.

2.1 **Tenderers / Firms ineligible to Tender:**

(i) A retired officer of the Govt. of Telangana or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.

(ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.

(iii) The contractor himself or any of his employee is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.

(iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.

(v) Contractor shall not be eligible to tender for works in TS Transco where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Assistant Accounts Officer and above on the accounts side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

Sons, stepsons, daughters and stepdaughters.
Son-in-law, and daughter-in-law.
Brother-in-law, and sister-in-law.
Brothers and Sisters.
Father and Mother.
Wife / Husband.
Father-in-law and Mother-in-law
Nephews, nieces, uncles and aunts
Cousins and

Any person residing with or dependent on the contractor.

3.0 <u>QUALIFICATION REQUIREMENTS OF THE TENDERERS</u>:

3.1 The tenderer shall furnish the following particulars in the formats provided online and supported documentary evidence shall be uploaded.

Attested copies of documents relating to the Registration of the firm. Partnership deed, Articles of Association, Commercial Tax Registration (GOODS AND SERVICE TAX), Latest Income Tax Clearance certificate/latest IT return and PAN number from IT Department etc., including mandatory documents as in clause (1) eligibility criteria (Physical Experience).

<u>Note</u>: The Partnership firms, which are registered as Contractors shall intimate the change in partnership deed, if any, as per GO Ms No.58, I & CAD, dt.23.4.2002 within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their tender will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

Availability of key personnel for administration /site management and execution viz., technical personnel required for the work.

3.2 Tenders from Joint Ventures are not acceptable unless specifically stated otherwise.

3.3 **<u>Qualification criteria for opening of the price bid</u>**: Tenderer/Bidder Should upload all the mandatory documents as specified in eligibility criteria/NIT and other wise bid will be treated as non responsive.

3.4 Even though the tenderers meet the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have

3.4.1 Furnished false / fabricated particulars in the forms, statements and /annexures submitted in proof of the qualification requirements and/or

3.4.2 Not turned up for entering into agreement, when called upon within the time specified in the letter of acceptance

3.4.3 Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or

3.4.4 Participated in the previous bidding for the same work and had quoted unreasonably high tender percentage.

3.4.5 A history of criminal record in which the tenderer is involved if any.

3.4.6 Even while execution of the work, if found that the work was awarded to the Contractor based on false /fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to APSS.

3.4.7 History of litigation with Govt. during the last 5 years in which the tenderer is involved.

3.5 If the rate quoted by the bidder is less by more than 10% of the TSTRANSCO's total estimated cost then it will be considered as abnormally low rate. In the case of abnormally low quoted rates i.e. if the quoted rate is less than 10%, then additional security deposit (ASD) is to be paid for the less percentage below 10% i.e., if the bidder quotes 20% below the total estimated cost then he has to pay ASD equivalent to 10% of the total estimated cost. This ASD amount will not be accepted by Bank Guarantee, Cheque, Cash or money order. It shall be paid by way of crossed demand draft on any scheduled/ Nationalized bank drawn in favour of Superintending Engineer/OMC/Metro-West/Hyderabad which will be released after the completion of work in full shape.

3.6 If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed if any but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected

B) OTHER CONDITIONS:

i) Responsibility for correctness of the information submitted in online bid lies with bidder. <u>If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.</u>

ii) The bids not complying with the stipulated completion period will be treated as non-responsive.

iii) While being equal or compatible in other aspects preference will be given to those bidders who have experience in works similar to that given in the specification or of higher voltages during the last five financial years.

iv) IF A BIDDER QUOTING FOR THE BIDS IS HAVING MORE THAN ONE WORK ON HAND, AT THE TIME OF BIDDING/ TENDERING AND IF THE PERFORMANCE IN THESE WORKS IS POOR AND NOT COMMENSURATE WITH THE AGREEMENT, THE BID OF SUCH BIDDER WILL NOT BE CONSIDERED FOR AWARD OF CONTRACT.

C) PERFORMANCE BASED EXPERIENCE:

In case of any bidders who are already having one or more works awarded to them by TSTransco which are under execution at the time of bidding and who fails to execute the works already awarded as per the stipulated time schedule of completion, bids of such bidders will not be considered.

4.0 <u>ONE TENDER PER TENDERER</u>:

4.1 Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender for the same work will lead to dis-qualification of all the Tenders submitted by the Tenderer and forfeiting of the EMD paid by him for all the tenders.

5.0 <u>COST OF TENDERING:</u>

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

6.0 SITE VISIT:

6.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expense.

SECTION –I (GENERAL)

1.0 The Transmission Corporation of Telangana Limited, hereinafter referred to as TSTRANSCO invites bid for **Painting of MS tower structures at 220/132/ 33KV Shapurnagar SS.**

1.1 DEFINITION OF TERMS:

In the contract, the following expression shall, unless the contract otherwise requires, have the meanings hereby respectively, assigned to them.

I. The 'Purchaser' shall mean the Transmission Corporation of Telangana Limited and shall include its successors and permitted assigns.

II The 'Contractor' shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's heirs, legal representatives, successors and permitted assigns.

III The 'Sub-Contractor' shall mean the person, firm/company named in the contract for any part of the work or any person, to whom any part of the contract has been sublet with the consent in writing of the Engineer, and the heirs, legal representatives, permitted successors and assigns of such persons.

IV. The 'Engineer' shall mean the officer placing the order for the work with the Contractor and such other officer as may be authorized and appointed in writing by the Purchaser to act as Engineer for the purpose of the Contract and in case no such officer has been so appointed, the purchaser or his duly authorized representative.

V. The 'Supervising Engineer' shall mean such officer as may be duly appointed from time to time by the Purchaser or his Engineer to take general control and supervision of work.

VI The 'Inspector' shall mean any person or persons nominated by the Purchaser and/or the Engineer to inspect stores or works under the agreement and/or his duly authorized representative appointed to act as the Inspector.

VII The 'Contract' shall mean and include the bid and acceptance thereof, the general conditions, special conditions, Specifications, Schedules, drawings, Form of Bid, covering letter, schedules of prices, the final General conditions and the format Agreement executed on the stamped paper.

VIII The 'Specification' shall mean collectively all the terms, stipulations, and conditions of contract, technical provisions and annexure thereto and list of corrections and amendments mutually agreed upon from time to time in writing.

IX 'Tests on completion' shall mean such tests, as are prescribed by specification, to be made by the Contractor to the satisfaction of the purchaser before the work is taken over by the Purchaser.

X 'Commissioning' shall mean the satisfactory operation of the equipment/work as specified, after all necessary initial tests, checks and adjustments required at site, if any, have been satisfactorily completed and the equipment/works have been in continuous and uninterrupted commercial use for at least 30 days.

XI 'Commercial use' shall mean the use of the work, which the contract contemplates or of which it is commercially capable.

XII 'Approval' shall mean the written approval of the Engineer and of the statutory authorities wherever such authorities are specified by any codes or otherwise.

XIII 'Month' shall mean calendar month.

XIV 'Writing' shall include any manuscript, typewritten or printed, statements, under or over signature or seal as the case may be.

XV 'Letter of Intent' shall mean the purchaser's letter conveying his acceptance of the bid, subject to such reservations as may have been stated therein.

XVI **ECV:** Shall mean Estimated Contract Value.

XVII **RTGS:** Shall mean Real Time Gross Settlement.

1.2 PREPARATION OF TENDERS

1.2.1. Language of the Tender.

a. All documents relating to the tender shall be in the English Language only.

1.2.2 Documents comprising of the Tender.

The tender comprise the following.

(a) Bid Documents, drawings and price bid (Schedule-A). [Available online at www.tender.telangana.gov.in]

(b) Qualification information and supporting documents [to be uploaded by the tenderer]

1.2.3. Bid Offer:

(a) Bill of Quantities called "Schedule - A" and the bid offer accompanies the tender document. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this Schedule 'A' and this Schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the tender inviting authority or as set forth in the conditions of the contract. The Schedule "A" shall contain the description of items of work and the approximate quantities and unit rates for all items. The percentage quoted by the contractor shall be applicable to all items of work mentioned in the Schedule - A. The tenderers will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated. The tenderer should quote his lumpsum tender based on the schedule of quantities. He should quote his offer as a overall tender percentage. **The overall tender percentage should be written both in words and figures legibly and free from errors.**

(b) The Schedule – A (or Price-bid) contains not only the quantities but also the rates worked out by the Department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work. The rates shall be inclusive of maintenance till the completion of Defects liability period.

(c) The bid offer shall be for the whole work and not for individual items / part of the work.

(d) All taxes and other levies payable by the contractor as per State/Central Government rules shall be included in the tender percentage quoted by the tenderer.

(e) The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

1.2.4. Validity of Tenders:

Tenders shall remain valid **for a period of not less than 90 days** from the date of opening of Tender specified in NIT.

During the above-mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his Bid security. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his Bid security for a period of the extension.

1.2.5. BID SECURITY/EMD:

The Tenderer shall furnish, Bid Security **Rs. 24,633/- (Rupees Twenty Four Thousand Six Hundred and Thirty Three Only) (equivalent to 2% of ECV)** i.e., along with the tender (As specified in NIT). This BID SECURITY shall be in the form of online payment or Challan Generation from any Nationalized/Scheduled Bank.

The Bid security of the successful tenderer can be adjusted as part of Performance Security by paying balance security deposit @ 3% of total Contract Value (total 5%) at the time of concluding Agreement by the successful tenderer.

The Bid Security deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The Demand Draft furnished by the tenderer towards Additional security deposit amount shall be released after the work is completed in all respects.

As per T.O.O (CE/Civil), Ms.No. 511, Dt. 03-01-2020 as per clause 3 of Exemption of EMD:

(i) Exemption of EMD shall be for the works costing upto 1 crore(ECV) for SCs/STs, Waddera and Sagara(Uppara) contract Co-operative societies and individuals, for works in TSTRANSCO.

(ii) However in order to provide level playing field to all, EMD will be recovered from running bills after expenditure of 25% of the concerned works. This will also inculcate the responsibility for completion of the works.

13.2 The Bid security of the successful tenderer can be adjusted as part of Performance Security and the balance security deposit @ 3% of total Contract Value shall be paid (total 5%) at the time of concluding Agreement by the successful tenderer.

The Bid Security deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The Demand Draft furnished by the tenderer towards Additional security deposit amount shall be released after the work is completed in all respects.

13.3 BID SECURITY:-

The Bid Security will be forfeited in the following cases:

i. When the successful bidder does not accept the order after issue of preliminary acceptance letter or the Letter of Intent.

ii. When the successful bidder fails to furnish the Performance Security within 15 days from the date of issue of preliminary acceptance letter or the Letter of Intent.

iii. When a bidder withdraws his bid or alters the prices after schedule bid submission closing date and before the expiry of the bid validity period or does not accept the correction of errors made in his bid or Offers post Bid rebates, revisions or deviations in quoted prices and / or conditions or any such offers.

iv. No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the tender will not be considered.

1.3 SUBMISSION OF TENDERS

1.3.1. Submission of Tenders:

The Tenderers who are desirous of participating in 'e'- procurement shall submit their Technical bids/Price bids etc., in the Standard formats prescribed in the Tender documents, displayed at 'e'-market place. The tenderers should upload the scanned copies in support of their bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. If any bidder uploads the bid without paying BID SECURITY, the bid will be rejected and the bidder will be black listed. Similarly, if any of the certificates, documents, etc., furnished by the bidder is/are found to be false / fabricated / bogus, the bidder will be blacklisted and his BID SECURITY forfeited.

The bids shall be submitted with all particulars called for in the schedules enclosed to specification. Bid rates shall be furnished in the enclosed schedules only. There shall not be any deviation from the contents of the schedule**.** One copy of the schedule enclosed to the price bid shall be marked 'Original' and shall be given precedence and shall govern, should there be any conflict between the original and duplicate.

The information sought-for under schedules regarding qualification, financial status etc., shall be submitted in separate typewritten sheets in the formats attached, without interlineations, alterations or modifications. The bidder shall sign all pages of the bid at the modification.

Standard printed conditions attached to the bid will not be considered or accepted. Deviations from the provisions of the specification will not be considered.

It is the responsibility of the Bidder to submit all the documents in the PDF format required to prove regarding his responsiveness to participate in this bidding as per the Qualification Requirements.

The bids once submitted on e-procurement flat form cannot be withdrawn after schedule bid submission closing date and also during bid validity period.

If any bid is withdrawn during the above period the bidder will be blacklisted apart from forfeiting of bid security.

1.3.2 Submission of Price Bids:

The estimated value of the works is given in the Schedule-A. The Bidder has to quote in the percentage excess/ on par/ less on the total estimated value of the works given in the Schedule-A.

(i) As per G.O. Ms. No. 174 dated 01-09-2008 of I&CAD (PWR) submission of original hard copies of the uploaded copies of certificates & departments by participating bidders to the tenders inviting authority is dispensed herewith.

(ii) All the bidders shall invariably upload the scanned copies of online payment or Challan Generation in e-procurement system and this will be the primary requirement to consider the bid as responsive.

(iii) The Department shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, EMD receipt in the e-procurement system and open the price bids of the responsive bidders.

(iv) The Department will notify the successful bidder for submission of original hard copies of all uploaded documents EMD receipt prior to entering into agreement.

(v) The successful bidder shall invariably furnish the original EMD receipt, certificates/ documents of the uploaded scanned copies to the Tender inviting authority before entering into agreement either personally or through courier or post and the receipt of the same with in the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non receipt of original payment towards EMD,certificates/documents, from the successful bidder before the stipulated time. On receipt of documents the department shall ensure the genuinity of the payment towards EMD and all other certificates/documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.

(vi) If any successful bidder fails to submit the original hard copies of uploaded certificates/ documents, EMD receipt within the stipulated time or if any variation is notices between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement plat form for a period of 3 years. Besides this, TSTRANSCO the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

1.3.3 Bids will be opened at the time, date and place indicated in the NIT.

1.3.4 The bidders shall carefully examine the specification and all its enclosures and if they have any doubt as to the meaning of any portion of the specification or enclosures thereto, they shall obtain the required clarifications from the officer to whom the bids are to be addressed.

1.3.5 THE BIDS RECEIVED BY, OTHER THAN E-PROCURMENT FLATFORM SHALL NOT BE ENTERTAINED UNDER ANY CIRCUMSTANCES.

1.3.6 Clarifications, amplifications, and/or any other correspondence from the bidder subsequent to the opening of bid will not be entertained. The bidders are therefore advised to ensure that their bids are sent in complete shape in the first instance itself. Post bid rebates, revisions or deviation in quoted price and/or conditions or any such offers which will give benefit to the bidder over others will not only be rejected straight but the original bid itself will get disqualified on this account and the bidder's bid security amount will be forfeited.

1.3.7 COMPLETENESS OF BID:

a) The bid shall be quoted for all the works & all the items as per the bid specification.

b) Part bids or incomplete bids will not be accepted and will be rejected.

1.3.8 <u>The Department will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online</u>.

1.3.9 The certificates, documents etc., as per clause (1) eligibility criteria (physical experience) are to be scanned and uploaded on to the 'e'- procurement platform at www.tender.telangana.gov.in

<u>Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable</u>.

1.3.10. Last date / time for Submission of the Tenders.

1. Tenders must be submitted online not later than the date and time specified in NIT.
2. The tender inviting authority may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the tender inviting authority and the Tenderers will remain same as previously.
3. If for any reason the last date of submission of tenders offline is declared a holiday, the next working day will be treated as the last date for submission of tenders.

1.3.11 Late Tenders:

Tenders will not be received after the last date / time prescribed in NIT.

1.3.12 Modification to the Tender.

1. Tenderers can modify their Tender percentage online before the last date/time prescribed in NIT.
2. No Tender shall be modified after the last date /time of submission of Tenders.

1.4 TENDER OPENING AND EVALUATION

1.4.1. Tender opening:

The bids will be opened online by the **Chief Engineer/Metro Zone/TSTRANSCO/ HYDERABAD** or his assignee at the time and date as specified in the tender documents. All the Statements, Documents, Certificates, EMD recipt etc., uploaded by the Tenderers will be verified and downloaded, for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained either online or in the conventional method by addressing the bidders.

1.4.2. Clarification on the Bid:

1. The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information uploaded online by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.
2. The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

1.4.3. Examination of technical Bids and Determination of Responsiveness:

1. The tender opening authority and/or his assignee will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as an eligible Tenderer.
2. If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

1.4.4. Bid Opening:

1. At the specified date and time, the bids of all the bidders will be opened online by the Tender Opening authority and the result will be displayed on the 'e'- market place which can be seen by all the bidders who participated in the Tenders.
2. Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy or non-adherence to the Conditions, the Tender accepting authority shall communicate the same to the tenderer, which will be binding on the Tenderer. In case of any ambiguity, the decision taken by the Competent Authority on the tenders shall be final.

1.4.5 DISCREPANCIES IN THE UNIT RATES:

Difference in e-procurement lumpsum amount and schedules amount:

i) Where there is a discrepancy between the total lumpsum rate quoted in the e-procurement platform web page and in the schedules submitted, the total lumpsum rate quoted in the e-procurement platform will govern for deciding LI.

ii) If any discrepancies arise after evaluating the schedules of the lowest bidder by taking into consideration of correct GST rates and multiplication with scheduled quantities and totaling:

   a. If the amount arrived is less than the e-procurement lumpsum amount, then the lesser amount shall be taken for award of contract.

b. If the amount arrived is more than the e-procurement lumpsum amount, the e-procurement lumpsum amount shall be taken for award of contract. The unit ex-works prices shall be adjusted to match the e-procurement lumpsum amount.

1.4.6. Evaluation and Comparison of Bids

1. The Tender Opening authority and/or his assignee will evaluate and compare the price bids of all the qualified Tenderers.
2. Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalisation of bids may be accepted by the tender accepting authority.
3. Selection of Tenderer among the lowest & equally quoted tenderers will be in the following order:
   a) The tenderer whose bid capacity is higher will be selected.
   b) In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
   c) Even if the criteria incidentally become the same, the past performance of the contractor will be taken in to account while awarding the contract.
   d) It is the sole discretion of TSTRANSCO to award the work to any bidder; mere becoming of L1 (Lowest quoted) bidder does not automatically entitle any rights on any bidder for award of contract. The TSTRANSCO reserves the right to reject any bid / bids on account of past performance in the earlier awarded works at any stage of evaluation of bids.

1.4.7. Process to be Confidential:

1. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
2. No Tenderer shall contact the officer inviting tenders or any authority concerned with finalization of tenders on any matter relating to this Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of tender inviting authority, should do so in writing.
3. Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria.
4. Tenders will be finalized by the authority inviting tenders on the recommendation of the competent technical authority. The authority will scrutinize the tenders in accordance with the conditions stipulated in the tender document. In case of any discrepancy or non-adherence to the conditions, the same shall be communicated to the tenderer, which will be binding on the Tenderer. The decision taken by the concerned authority on the tender shall be final.

1.5. AWARD OF CONTRACT

1.5.1. Award Criteria:

1. The **Chief Engineer /Metro Zone /TSTRANSCO/Hyderabad** will award or recommend to the Competent tender accepting authority for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose bid is lowest.
2. The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

1.5.2. Notification of Award and Signing of Agreement:

1. The Tenderer whose Tender has been accepted will be notified of the award of the work by the **Chief Engineer/Metro Zone/TSTRANSCO/Hyderabad** prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Intent") will indicate the sum that the Corporation (TSTransco) will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").
2. When a tender is to be accepted, the concerned tenderer shall attend the office of the **Chief Engineer/Metro Zone/TSTRANSCO/Hyderabad** on the date fixed in the Letter of acceptance. Upon intimation being given by the **Chief Engineer/Metro Zone/TSTRANSCO/ Hyderabad,** of acceptance of his tender, the tenderers shall make payment of the balance Security Deposit and additional security deposit wherever needed by way of Demand Draft from a Nationalized Bank/Scheduled bank and sign an agreement with Superintending

Engineer/OMC/Metro-West/Hyderabad concerned in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the office of the **Superintending Engineer/OMC/Metro-West/TSTRANSCO/Hyderabad,** on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the bid security deposited.

3. The written agreement to be entered into between the Contractor and the **Superintending Engineer/OMC/Metro-West/TSTRANSCO/Hyderabad,** as may be authorized, shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the Transmission Corporation of Telangana Limited (or 'TS Transco' or 'Corporation').

4. The successful tenderer has to sign and return a copy of the contract award letter within a period of 15 days from the date of issue of contract award letter. On failure to do so his tender will be cancelled duly forfeiting the Bid Security, paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

1.5.3. Corrupt or Fraudulent Practices:

The TSTransco require that the bidders / suppliers / contractors under Government financed contracts; observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

(a) Define for the purposes of the provision, the terms set forth below as follows:

(i) "Corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Government official in procurement process or in contract execution: and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.

(d) Furthermore, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

1.5.4. The decision of Chief Engineer/Metro Zone /TSTRANSCO/Hyderabad to accept any tender and to reject any or all tenders is final:

Not withstanding the **Chief Engineer/Metro Zone/TSTRANSCO/Hyderabad,** reserves the right to accept or reject any tender and to annul tendering process and reject any or all tenders at any time prior to the award of contract without thereby incurring any liability to the affected tenderer or tenderers on the grounds of its action.

1.5.5. VALIDITY:

The bids shall be valid for acceptance for a period of not less than 90 days from the date of opening of the price bids. Bids giving validity of less than 90 days are liable to be rejected and returned unopened at the discretion of Transmission Corporation of Telangana Limited. Bidder shall super scribe the validity period on the bid cover itself.

1.5.6. COMPLETION PERIOD:

The period of contract is (4**) months** from the date of handing over of site. The TSTRANSCO has right to terminate the contract without assigning any reasons and no compensation will be paid for the balance period of contract.

1.5.7. WORKMANSHIP:

The workmanship shall be of the highest grade and the entire painting work in accordance with the best modern practice and in conformity with this specification.

1.5.8. ELECTRICITY RULES:

All works shall be carried out in accordance with the relevant clauses of the Indian Electricity Act and Rules unless modified by this specification. In case of variation between the two, the latter shall be binding on the contractor.

1.5.9 PROGRAM AND PROGRESS OF WORK:

The successful bidder shall furnish at the beginning of each month three copies of programme of work for the month and the progress of painting during the pervious month.

1.5.10 **JURISDICTION**:

All and any disputes or differences arising out of or touching the order based on this specification shall be decided by a panel of arbitrators as detailed below:

	Value claim	**Panel of Arbitrators.**
i)	Disputes involving amounts up to Rs. 10,000/- and below.	Superintending Engineer of the TSTRANSCO other than the circle to which the disputes relate.
ii)	Disputes involving amounts from ranging from 10,000/- to Rs.50,000/-	Any Chief Engineer of the TSTRANSCO.

There shall not be any reference of disputes, the value of which is above Rs.50000/- to arbitration. The parties shall approach the competent Civil Courts situated in Hyderabad/ Secunderabad twin cities only, if any such disputes shall arise involving more than Rs.50,000/-.

A reference for adjudication under this clause shall be made by either party to the contract, within one year from the date of intimating the contractor of preparation of final bill or his having accepted the payment.

1.5.11. COMPLETENESS OF BID:

Part bids or incomplete bids will not be accepted and will be rejected outright.

1.5.12. RIGHT TO USE UNSATISFACTORY WORK:

If after completion of a work, the use of such a work proves to be unsatisfactory, the TSTRANSCO shall have the right to continue to use the work until the defects are rectified by the contractor.

1.5.13. POWER TO VARY OR OMIT WORK:

No alterations, amendments, omissions or variations of the works under the contract shall be made by the contractor except as directed in writing by the TSTRANSCO, but the TSTRANSCO shall have full powers to instruct the contractor by notice in writing to make such variations without prejudice to the contract. The contractor shall carry out such variations and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify the TSTRANSCO thereof in writing and the TSTRANSCO shall decide forthwith whether or not, the same shall be carried out and if the TSTRANSCO confirms its instructions, contractor's obligations shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be. Bills will be process as per actual work performed subject to the site condition.

SECTION-II FINANCIAL

2.1 Prices

2.2 Variation In Taxes and Statutory variations

2.3 Prices And Other Variations

2.4 Terms Of Payment

2.5 Royalties For Patents Etc

2.6 Performance Security

2.7 Responsibility of the Contractor:

2.8 Penalty For Late Completion & Deficiencies in quality of works

2.9 Delays Beyond Contractor's Control

2.10 Extension Of Time For Completion

2.11 Progress Of Work:

2.12 Recovery Of Money From Contractor In Certain Cases

2.13 Signing of the contract.

SECTION-II: FINANCIAL

2.1 **PRICES**: The rates duly loaded with quoted tender percentage for all the items of work covered in Schedule-A shall be firm on all accounts such as increase in quantum of work over that provided in the contract, execution of contract beyond the scheduled completion period for whatever reasons. The rates loaded with quoted tender percentage shall include handling charges at TSTRANSCO's stores, transport to site and erection. The prices shall also include all the taxes and duties like Goods and Service Tax & any other Taxes wherever applicable.

All the information required in the various prices and other schedules must be complete, otherwise the bids are likely to be rejected. Under no circumstances shall a bidder alter his tender percentage during the validity period after bids are opened. Any bidder who does so resulting in recalling of bids by the TSTRANSCO or additional expenditure to the TSTRANSCO shall not only lose his bid security but also run the risk of being blacklisted by the TSTRANSCO which reserves the right under the law to recover damages resulting there from.

2.2 VARIATION IN TAXES & DUTIES AND STATUTORY VARIATIONS:

2.2.1 VARIATION IN TAXES AND DUTIES: The bidder will be entirely responsible for quoting the correct taxes & duties, other local taxes or levies if any, license fee etc., he has to incur until completion of the contract.

If the rates of the statutory levies assumed by the bidder are less than the actual rates prevailing at the time of bidding, the TSTRANSCO will not be responsible for such errors. If the rates of the statutory levies assumed by the bidder are later proved to be higher than the actual rates prevailing at the time of bidding, the difference will be passed on to the credit of the TSTRANSCO.

2.2.2 STATUTORY VARIATIONS: Any variation up or down in statutory levy or new levies introduced after signing of the contract under this specification will be to the account of TSTRANSCO. In cases where schedule of programme of works is not adhered to by the bidder and if there are upward variation/revision after the agreed schedule of programme of works, the bidder will bear such impact of levies and if there is downward variation/ revision the TSTRANSCO will be given credit to that extent.

2.3 PRICES AND OTHER VARIATIONS: If the rate quoted by the bidder is less by more than 10% of the TSTRANSCO's total estimated cost then it will be considered as abnormally low rate. In the case of abnormally low quoted rates i.e. less than 10% additional security deposit (ASD) to be paid for the less percentage below 10% i.e., for example if the bidder quotes 20% below the total estimated cost then he has to pay ASD equivalent to 10% of the total estimated cost. This ASD amount will not be accepted by cheque, cash, BG or money order. It shall be paid by way of crossed demand draft on any scheduled / Nationalized bank drawn in favour of **Superintending Engineer/OMC/Metro-West/TSTRANSCO/Hyderabad.** The ASD amount will be released after completion of work in full shape in all aspects.

2.4 TERMS OF PAYMENT:

i) Payments will be made up to 90% of the bills for the items of works completed during a month. For this purpose the contractor shall submit monthly bills to the Executive Engineer regularly to ensure payments in time. The contractor shall give full details of items of works done against each location in support of the bill. Bills submitted without supporting details will not be taken into cognizance.

ii) Out of balance 10% amount, the first 5% payment will be released after completion of all the works, provided the material account is settled. The final 5% payment will be released after completion of the Guarantee period or on submission of a Bank Guarantee for the equivalent amount, valid for the guarantee period plus two months claim period, subject to settlement of material account.

Paying Officer will be Superintending Engineer/OMC/Metro-West/TSTRANSCO/ Hyderabad or Accounts Officer/OMC/Metro-West

2.5 ROYALTIES FOR PATENTS ETC.:

All royalties for patents or charges for the use of infringement thereof that may be involved in the construction or use of any equipment shall be included in the bid prices. The bidder shall protect the TSTRANSCO against any and all such claims arising out on account of the use thereof.

2.6 PERFORMANCE SECURITY:

The successful bidder shall furnish within 15 days from the date of issue of preliminary acceptance letter or the Letter of Intent, performance security equal to 5% of the total accepted bid value for the proper execution and fulfillment of contract which will include the guarantee period of 12 months over and above the specified completion period with **6 months** claim period thereafter.

If the bidder fails to furnish the performance security as specified within 15 days from the date of issue of preliminary acceptance letter or the Letter of Intent, the contract is liable for cancellation and forfeiture of the bid security. The performance security shall also be forfeited if the successful tenderer fails to fulfill the terms of the contract.

2.6.1 Performance security may be made by Demand Draft on any Nationalized Bank/ scheduled Bank in favour of **Superintending Engineer/OMC/Metro-West/TSTRANSCO/ Hyderabad**. Performance Guarantee period covers a period of 12 months guarantee for satisfactory performance of the galvanized structures and other materials supplied by the contractor and also for the workmanship against faulty erection/civil/painting works for a period of 12 months from the date of commissioning of the line/substation/bay/conclusion of work including claim period of 6 months.

2.7 RESPONSIBILITY OF THE CONTRACTOR:

The successful bidder is responsible for the safe delivery of the goods in good condition at destination and execution of the works ensuring quality. He should acquaint himself of the conditions obtaining in regard to supply of the materials. Team of Quality Assurance from Head Quarters will visit time to time to verify the quality of works.

2.8 PENALTY FOR LATE COMPLETION:

The completion period of the works mentioned in Schedule (Programme of works of specification is the essence of contract).

In case of delay in erection of the scheduled works, whatever be the reasons, the TSTRANSCO can levy and collect the penalty @ 0.5% per week or part thereof for the portion of works not completed, subject to a maximum of 5% of the total value of works. Once the maximum is reached, TSTRANSCO may consider termination of the contract.

The right of the TSTRANSCO to levy penalty shall be without prejudice to its rights under the law including the right to get the balance works executed by other agencies at the risk and cost of the successful bidder. This is in addition to the right of the TSTRANSCO to recover any damages from the contractor and also blacklisting.

SPECIFIC ACCEPTANCE OF THIS CLAUSE SHOULD BE IN BLACK & WHITE IN THE BID. IF SUCH ACCEPTANCE IS NOT INDICATED, THE BID IS LIABLE TO BE OVERLOOKED.

In case the successful bidder fails to execute the works as per the programme, TSTRANSCO reserves its right to get the balance works executed by other agencies at the risk and cost of the successful bidder, this is in addition to the right of the TSTRANSCO to recover any damage from the contractor and also blacklisting.

2.9 DELAYS BEYOND CONTRACTOR'S CONTROL:

The contractor shall not be entitled to claim compensation on account of delays or hindrances to the works for any cause whatsoever. Should the cause of delay or hindrance not be the responsibility of the contractor, the Chief Engineer will consider whether it is possible or not to grant extension of time to compensate for this delay or hindrance. The contractor will not, however, be eligible for any compensation by way of increase in the rates for the works executed beyond the contract period.

2.10 EXTENSION OF TIME FOR COMPLETION:

When a work cannot be completed within the completion period indicated for reasons beyond the control of the contractor, the contractor shall represent for the same and extension of time shall be granted only on the issue of an undertaking by the contractor that he will not put forth at a later date, claims for extra payments towards increased overheads, labor costs etc.

2.11 PROGRESS OF WORK:

If it is found that the progress of work is not commensurate with the programme of completion, TSTRANSCO will be entitled to terminate the contract in part or full giving 15 days notice and get the balance works completed through other agencies at the contractor's cost and risk. You shall also furnish the quantity of material consumed, the details of work and the balance materials held by you every month. Every report submitted by you shall be verified and countersigned by the concerned Divisional Engineer/O&M and by you or your authorized representative.

The contractor should complete all the works in all aspects as stipulated in the schedules and handover to DE/O&M concerned unless otherwise final bill will not be processed.

2.12 RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

In every case in which provision is made for recovery of money from the contractor, the TSTRANSCO shall be entitled to retain or deduct the amount thereof from any moneys that may be due or may become due to the contractor under these presents and/or under any other contract or contracts or any other account whatsoever, Bid Security/Performance Security etc., held up by the TSTRANSCO.

2.13 SIGNING OF THE CONTRACT:

Within 15 days of award of the contract the duplicate copy of the award letter shall be returned by the contractor duly signed and dated.

A formal agreement will be entered into with the contractor within 30 days of acceptance of the performance security. If the contractor does not sign the agreement within 30days of acceptance, the contract awarded may be cancelled and the next lowest responsive bidder will be called for negotiations.

Sd/-
CHIEF ENGINEER,
METRO ZONE /HYDERABAD.

SECTION – III (TECHNICAL)
PART - I

3. GENERAL:

3.1 TYPE OF WORK:

Painting of main and auxiliary structures with single coat of red oxide paint of 1st. grade including scratching and cleaning of structures including cost of paint and brushes etc., & Painting of structures with one coat of aluminum paint 1st grade containing 3.6 Kgs of aluminum paste for 18 liters of thinner/medium for first coat of 1st. grade Aluminum paint duly scratching and cleaning of structures including Labour charges, cost of paint brushes etc. and Second coat of 1st grade of Aluminum paint duly scratching and cleaning of structures including Labour charges, cost of paint brushes etc. The details are as follows.

1. Material used shall be of the best class and should be used for painting only after the approval of the samples by the Superintending Engineer/OMC/Metro-West/TSTRANSCO Hyderabad or his authorized representative.
2. The workmanship should be of the highest grade and the entire painting work should be in accordance with the best practice.
3. The entire structures should be thoroughly scrapped using wire brushes and scrappers uniformly without any scales of rust. Then surface shall be cleaned with sand paper & lose dust shall be removed using cloth. The surface shall be smooth & clean. The painting of towers to be taken up after approval of the concerned.
4. The paints should be of prime grade-I paints (Asian, Berger) and shall be procured from reputed company only and got approved by the concerned before commencement of the work
5. The entire structure should be uniformly painted with Red oxide Primer using brushes and care should be taken while painting at joints, corners etc.
6. After completion of Red Oxide paint approval shall be taken for proceeding to first and second coat of Aluminium paint.
7. The first coat of Aluminium should be uniformly done using brushes and after proper drying of red oxide only.
8. The preparation of paint should be done at work site only during the application of paint at the time of painting only.
9. All the safety precautionary measures & insurance to the labour employed by the contractor should be taken care by the contractor during the execution of work.
10. The painting should withstand for all seasonal changes and weather conditions.
11. Mixing of paint to be done in presence of TSTRANSCO Department authorities. Over thinning of paint shall not be allowed. Proper mixing shall be ensured for required thickness.
12. Gap of minimum three (3) days shall be maintained between application of red oxide and paint.
13. Painting work should be carried out during dry weather conditions.
14. Painting of towers should be carried out only after proper scratching and ensure one red oxide coat and two coats of aluminium paint .It may be ensured that painting work is done with brushes scrupulously.
15. The work of painting will be inspected by Quality Assurance/QC wing from Head quarters time to time. Their remarks shall be attended by contractor without fail.

3.2 COMPLIANCE WITH REGULATIONS:

Unless otherwise specified, works shall be carried out in accordance with the Indian Electricity Act, 1910, Indian Electricity Rules, 1955 or any revisions thereof, which may be issued during the currency of the contract and the requirements of any other Regulations and Acts in India to which the TSTRANSCO may be subjected to. All railway track, communication line or other important track crossings and routing of the line through air field region shall conform to the relevant rules and procedure as may be laid down by Railway, Communications, Aviation or other concerned Authorities from time to time.

Aviation signals will have to be provided at the top of the towers in the vicinity of Civil and Military aerodromes or airfield regions, if any. Similar provisions will have to be made on the special river crossing towers. The rates for tower erection shall include such works also.

3.3 SAFETY OF STAFF AND LABOURERS:

The contractor shall provide and make all necessary arrangements and insurance for the safety of his staff and labourers at site of works. The TSTRANSCO will not, in any way, be responsible for any accident, minor or fatal, to any person at the site of works or for any damages arising there from during erection and this shall be contractor's responsibility. The staff insurance charges or litigation occurring out of the contract if any shall be borne by the contractor only.

3.4 PROGRESS REPORTS:

Weekly reports showing the actual progress made in the receipt of materials by the contractor and in completion of various works shall be regularly submitted in duplicate by the contractor to the concerned field Divisional Engineer/O&M & Superintending Engineers and Chief Engineer/ Metro Zone /Hyderabad.

3.5 PERFORMANCE GUARANTEE:

The contractor shall guarantee the satisfactory performance of the work for a period of 12 months from the date of handing over and the formal acceptance of the completed work by the TSTRANSCO. If any defects are found within this period due to fault in work the contractor shall rectify such defects forthwith at site without any extra cost to the TSTRANSCO.

3.6 DEVIATIONS FROM SPECIFICATION:

Should a bidder desire to depart in any respect from the provisions of this specification, he must specifically mention such departures in his bid under the heading "BIDDER'S COMMENTS ON AND DEPARTURES FROM THE SPECIFICATION AND CONDITIONS OF CONTRACT". The bidder must explain in detail each and every departure he proposes to make. All departures shall be subject to the approval of the Engineer; otherwise the provisions of this specification shall prevail.

3.7 RESPONSIBILITY OF THE CONTRACTOR:

The contractor shall guarantee and be entirely responsible for the execution of the contract in accordance with the general conditions of contract, specification, schedules and appendices. He shall further guarantee and be responsible for proper erection within the guaranteed completion and maintenance periods.

The contractor shall be responsible for collection of materials at TSTRANSCO's stores, transport to site, erecting and setting to work of the said EHT transmission line.

3.8 PENALTIES IMPOSED FOR DEFICIENCIES IN QUALITY OF WORKS:

The completion period committed shall be deemed to be the essence of the contract. In case of delay in completion of work, whatever be the reasons, the TSTRANSCO may at its option demand and recover from the Tenderer an amount equivalent to ½% of the value of the works not completed within the prescribed time limit for every week of delay or part thereof, subject to a maximum of 5% of the total value of the contract. This right of TSTRANSCO shall be without prejudice to the rights under the law, including the right to cancel the contract, forfeit the deposit and recover damages for breach of contract.

3.9 STANDARD SPECIFICATIONS:

Unless otherwise specified, works shall be carried out in accordance with relevant Indian standards and T.S.D.S.S. or any revision thereof which may be issued during the currency of the contract, and all the clauses relating to materials and workmanship, responsibilities, liabilities, commencement of works, completion delays and extensions, suspension works, and forfeitures etc., as provided in the T.S.D.S.S. shall be binding.

3.10 SAFETY PLANS: The following safety plan shall be observed and followed by the contractor for execution of the work safely.

3.10.1 <u>GENERAL SAFETY RULES FOR FOUNDATIONS, TOWER ERECTION & STRINGING:</u>

1. Steel/ Aluminums /Wooden ladders of 3.5 length shall be used for movement of labour in excavation, stub setting and concreting works. Keep cement out of the eyes.
2. All polypropylene ropes and slings, shackles proposed to be used shall be tested and inspected thoroughly before use.
3. Walkie talkie sets shall be used for effective communication.
4. Binaculors shall be used for closer view
5. Red and Green flags shall be used for illiterate communication.
6. Pilot wires and joints shall be tested and thoroughly inspected before use

7. Ropes and guy wires shall be tested and thoroughly inspected before use

8. Ensure travelers in frictionless and good condition.

9. Load rating of stringing, pulling lines, conductor grips, load bearing hardware and accessories, rigging and hoists shall not be exceeded.

10. Traveler grounds should be installed at the fist and last tower between tensioner and puller, when stringing in proximity to energized lines.

11. Traveler ground at a maximum distance not exceeding 3 KM. Personnel shall never be in series with a ground lead. Traveler grounds shall have a suitable grounding stub located in an accessible position to enable placing and removing the ground clamps with hot sticks when necessary.

12. The conductor reel stands shall have breaking device to prevent over running and backlash as the conductor is pulled out.

13. The location of the puller, tensioner and intermediate anchor sites shall be selected such that the structures are not over loaded.

14. Slack shall be removed from all anchor lines prior to loading to minimize the possibility of equipment movement or impact loads to the anchors.

15. All equipment, conductors, anchors and structures within the work area shall be bonded together and connected to the ground source.

16. A running ground shall be installed between the reel stand and tensioner for conductor, or puller for pulling line, and the first tower.

17. When clipping is being done, care must be exercised to ascertain that the conductor is grounded prior to clipping, placing a local ground upon the conductor at the location of work.

18. Care must be exercised to ensure that concentrated load of the men, car and equipment dose not increase the sag appreciably to cause a hazard from obstructions over which the car will pass while installing spacers in bundle conductors.

19. If two conductors are to be spliced, the conductors shall be bonded and grounded before being spliced.

20. To cross over of energized lines, the line clear permit system shall be followed without any ambiguity to de-energize the lines. The de-energized lines shall be earthed effectively. Men and material clearance on line shall be ensured before returning permit.

3.10.2 GENERAL SITE SAFETY RULES & REGULATIONS

1. All personals engaged for this job shall wear Safety Helmet & safety shoes.

2. Appropriate Hand Gloves shall be used for Materials handling, Welding, Grinding, Gas cutting, Chemical Handling & Electrical work.

3. Suitable goggles must be ensured for the personnel deployed for Welding, Gas Cutting Chipping etc Grinders shall use face shield.

4. The personnel engaged in the noise zone such as Compressor Operator, Pneumatic Vibrators & Breakers, DG Operator etc. will be equipped with suitable ear protection.

5. All personal working over 2.0-meter height shall wear full body safety harness with double lanyard and scaffold hook, before climbing. Further he will have to anchor the safety harness to a fixed structure before starting the work at a height; Fall Arrest Devices will be used in conjunction with safety harness, wherever the requirement arises.

6. Smoking is prohibited in all restricted area except in authorized smoking areas/ shelters.

7. Horseplay is prohibited at workplace. Running at the site is prohibited, except in case of emergency.

8. Material shall not be thrown from the height. It should be lowered from height.

9. Other than the electricians, no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.

10. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.

11. Electrical supply to portable equipments should be through Earth leakage circuit breaker (ELCB) of 30 milliamps sensitivity.

12. All major /minor accidents and near misses to be reported to Site in charge / Site Safety Engineer to enable the management to take necessary steps to avoid the recurrence.

13. All tools and tackles shall be inspected before use. Defects to be reported immediately. No lifting tackle to be used unless it is certified by a competent person/ Safety Engineer.

14. Workers should possess induction tester. Whenever a shutdown is taken this device should be used to ensure no current is on the conductor.

15. Move carefully when walking or climbing.

16. Keep the working area as neat as possible.

17. Remove hazards as soon as they are noticed.

ENERGIZED ELECTRICAL WORKS, BASIS REQUIREMENTS ARE:

18. Face shields/ Voltage rated gloves/ Voltage rated rubber floor matting Shepherd's Hook/ Warning/ Safety signs/ barricades.

19. Pay close attention to what is being done.

20. Disconnect power tools before adjusting them.

21. Keep power tool guards in place.

22. Avoid interrupting another person who is using a power tool.

3.10.3 SAFETY SIGNS

1. Safety warning signs shall be placed to provide adequate warning of hazards. Sign shall be removed or covered when the hazards no longer exist.

2. Warning signs shall indicate the cautions to be observed regarding the hazards concerned and the necessary information and, also, actions of employees required to initiate.

3. It is recommended that safety signs on the Project conform with the current national colour codes.

4. Signs shall be in English & Local language where located near public highways and facilities.

5. Sign required to be seen at night shall be illuminated. Kerosene and open flame pots shall not be used for illumination.

SECTION-IV: SPECIAL CONDITIONS OF CONTRACT

1 ENGAGEMENT OF LABOUR:

The contractor shall make his own arrangements for engagement of all labour, local or otherwise, their transportation, housing, feeding and payment thereof, in accordance with labour law, unless the contract otherwise provides. No idle labour payment will be made to the contractor. All the labour employed should be covered under proper insurance policy.

No child labour should be employed.

2 LIABILITY FOR ACCIDENTS TO PERSONS:

2.1 The contractor shall indemnify the purchaser against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered by persons employed by him, on the works whether under the General Law or under the Workers Compensation Act.1923 or any other statute in force at the date of the contract dealing with question of liability of employer for injuries suffered by employees and have taken steps properly to insure against any claims there under. Contractor should take insurance cover to all his workmen for injuries, disablement and death. All compensation against workmen's compensation act should be settled by the Contractor.

2.2.1 On the occurrence of an accident which results in the death of workmen employed by the contractor which is due to the contract work and of so serious as to be likely to result in the death of any such workman, the contractor shall within 24 hours of happening of such accident intimate in writing to the Engineer and such other officers required by the provision of the workmen's compensation act, the fact of such accident. The contractor shall indemnify the TSTRANSCO against all loss or damage sustained by the TSTRANSCO resulting directly or indirectly from his failure to give information in the manner aforesaid including the penalties or fines if any payable by the TSTRANSCO as a consequence of the TSTRANSCO's failure to give notice under the workmen's compensation act or otherwise conform to the provisions of the said act in regard to such accident.

2.3 In the event of any claim being made, or action brought against the purchaser involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable under the clause of the contract shall be immediately notified thereof, and he shall conduct all negotiations for the settlement of the same or any litigation that may arise there from.

2.3.1 In the event of an accident in respect of which compensation may become payable under workmen's compensation act VIII of 1923 and any subsequent amendment thereof, whether by the contractor or by the TSTRANSCO, as principle it shall be lawful for the Engineer to retain out of moneys due and payable to the contractor such sum or such sums of money as may be in the opinion of the said Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under this clause and will not be subject to any claim.

2.3.2 Liability for damage or loss to third party including inspection officers due to act of the contractor or by his representatives connected with the execution of this contract shall be fully borne by the contractor. The contractor shall maintain such detailed records to furnish information regarding engagement and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the workmen's compensation act. All cases of accidents or injuries shall be reported to the Engineer with full details required for the settlement under the workmen's compensation act.

2.4 The contractor should report about all accidents within 24 hours to the Engineer of the TSTRANSCO in the preliminary accident form. He should furnish other particulars such as medical certificates, wage particulars, fitness certificates, and proof of having paid the compensation as per the rules in vogue in the due course without delay.

3.0 LIABILITY FOR DAMAGE TO WORKS AND PLANTS:

3.1 The contractor during the progress of the work shall take every reasonable, proper, timely and useful precaution against accident or injury to the workmen from any cause and shall remain answerable and liable for all the accidents or injuries thereto which until the same, or be occasioned by the acts of omissions of the contractor or his workmen or his representatives and all losses and damages to the works as aforesaid, shall be made in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer. Should such loss or damage happen to units of works or plant or materials falling outside the scope of this contract and due to the lapses of the contractor, these shall be replaced or compensated for by the contractor to the satisfaction of the Engineer.

3.2 In the case of loss or damage to any portion of the work occasioned by the causes, the same shall if required by the purchaser, be made good by the contractor in like manner but at the cost of the purchaser at a price to be agreed between the contractor and the purchaser and the purchaser shall pay to the contractor the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.

3.3 Until the work shall be or deemed to be taken over as aforesaid, the contractor shall also be liable for and shall indemnify the purchaser in respect of all damage or injury to any person or to any property of the purchaser or other occasioned by the act of the contractor or his workmen or his representatives or by defective design, work or materials but not due to cause beyond his reasonable control.

3.4 Provided that the contractor shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the purchaser not already provided for in the contract, not for any damage or injury caused by or arising from the acts of the purchaser or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the contractor has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

4 INCOME TAX RECOVERY

As per the standing instructions of Government of India on the deduction of Income Tax at source, recovery of Income Tax of the values of the work done will be made from relevant bills.

5 TAXES, LEVIES, DUTIES AND STATUTES:

5.1 Contractor shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

5.2 In respect of supply portion, the contractor shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the rules and regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The contractor shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, regulation or bye-law.

5.3 Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied by the Government on the turnover / profits made by him in respect of the contract.

5.4 i. As per provision of taxation act, necessary applicable taxes will be deducted at source at all stages of payment on the bills and same will be remitted to the concerned department in respect of erection portion.

ii. Any increase in prices, in respect of supply portion, except for the items mentioned at clause (1) of Section-II, 'Financial', will not be considered for payment since this is a total turnkey contract on firm price basis. Claims in respect of variation in taxes and duties shall be made as per clause (2) of Section-II, 'Financial'.

6 . GOODS AND SERVICE TAX:-

Goods and Service tax shall be as per rules and regulations.

Sd/-
CHIEF ENGINEER,
METRO ZONE /HYDERABAD.

S C H E D U L E – I

PARTICULARS OF REGISTRATION

1. Name and address of Company:

2. Please state whether:

   a) Individual

   b) Registered Partnership firm

   c) Unregistered Partnership firm

   d) Pvt. Ltd., Co.

   e) Public Ltd., Co.

   f) Others (please specify)

3. Type: a) Class A, B etc.,
   b) Large/Medium or Small scale Industry

4. Names and full address of partners (in case of partnership firm) or Directors (in case of Ltd., Co.)

5. Whether registered under

   a) Goods and Service Tax.

6. Authority of the person signing the contract to represent the company.

7. Furnish a photocopy duly attested of each of the following documents:

   a) Certificate of Registration from the Registrar of firms.

   b) Copy of Partnership deed.

   c) Copy of Memorandum of Articles.

   d) Copy of registration certificates as per item 5 above.

Date : Signature :

Place : Name & Designation :

Seal :

S C H E D U L E - II

DETAILS OF THE TECHNICAL PERSONNEL IN THE ORGANIZATION OF THE BIDDER

Name of the Bidder:

Sl. No.	Name & Qualification	Professional experience and details of works carried out	Field in which now engaged	Remarks
1	2	3	4	5

Bidder's Signature with seal

S C H E D U L E - III

(A) DETAILS REGARDING FINANCIAL STANDING OF THE BIDDER

Sl. No	Name of the Bank	Actual balance at the credit of the Contractor	Permissible over-draft	Total Credit	Remarks
1	2	3	4	5	6
Note: -	Latest Certificates from the Bankers in proof of cash balance and other credit facilities shall be furnished.				

Bidder's Signature with seal

(B) DETAILS REGARDING FINANCIAL TURNOVER OF THE BIDDER

(Here the balance sheet for the last financial year, annual turnover, debt equity ratio and other relevant financial parameters and the proof for credit standing may be furnished).
The following particulars may be filled in.

Sl. No	Financial year	Turnover in Rs. lakhs	Remarks
1	2	3	4

Bidder's Signature with seal

S C H E D U L E - IV

DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY THE BIDDER.

NAME OF THE BIDDER:

Sl. No.	Name of the work with full description	Place & State	Bid cost	Period of Completion as per agreement	Period in which actually completed work	Reasons for delay & actual cost of works executed	Date of Completion	Principal features like major items of work, major difficult situations if any
1	2	3	4	5	6	7	8	9

Note: Certificate issued by the Engineer-in-charge of the Department / Undertaking not below the rank of Executive Engineer or equivalent countersigned by the rank of Superintending Engineer or equivalent shall be furnished by the bidder without fail in support of the above information.

Bidder's Signature with seal

SCHEDULE - V

DETAILS OF ONGOING WORKS UNDER EXECUTION IN TSTRANSCO / DISCOMS.

Sl. No	Name of the work/ Description	Place & State	Work on hand				Estimated cost in Rs.	Work bided for	
			Tendered cost in Rs.	Stipulated period of completion	Cost of remaining Work	Anticipated date of completion		Date when is expected	Stipulated date or period of completion
1	2	3	4	5	6	7	8	9	10
	132 kV 220 kV 400 kV DISCOMS								

I / We M/s…… here by declared that the information furnished in respect of works under execution in the above said schedule is true to the best of my / we knowledge and belief. I / We hereby undertake that in the event of any of the above information found to be false or incorrect at a later date the TSTRANSCO is entitled to reject the bid or terminate the contract agreement entered into besides black listing the bidder.

Note: Certificate issued by the Engineer-in-charge of the Department / Undertaking not below the rank of Executive Engineer or equivalent countersigned by the rank of Superintending Engineer or equivalent shall be furnished by the bidder without fail in support of the above information.

Bidder's Signature with seal

SCHEDULE - VI

UNDERTAKING TO BE GIVEN BY THE COMPANY/PARTNERSHIP FIRM/ CONTRACTOR ALONG WITH THE BID.

I./We _____ representing the Company/ Partnership Firm/Contractor responding to the bid invitation by the TSTRANSCO vide Specification No._____ hereby sincerely and solemnly affirm and state as follows:

(Strike out which is not applicable)

(a) That myself or any of the representative of my Company/Firm do not have any relatives as deferred in appended Annexure in the TSTRANSCO/DISCOM.

OR

(b) That the following officers/employees of the TSTRANSCO/DISCOM are related to me and to my representative of my Company/Firm and their status in the TSTRANSCO/DISCOMS is as under:

Sl. No.	Name of the Officer/ Employee	Designation and Place of working	TSTRANSCO/ DISCOM	Relationship
1.				
2.				

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of any of the above information found to be false or incorrect at a later date, the TSTRANSCO/DISCOM is entitled to terminate the contract agreement entered into besides recovering damages as may be found necessary with due notice.

Signature of the authorized representative/Tenderer

Name:

(in block letters)

Seal:

Date:

ANNEXURE (TO SCHEDULE-VI)

LIST OF RELATIVES:

1. Father
2. Mother (including step mother)
3. Son (including Step Son)
4. Son's Wife
5. Daughter (including Step Daughter)
6. Father's Father
7. Father's Mother
8. Mother's Mother
9. Mother's Father
10. Son's Son
11. Son's Son's Wife
12. Son's Daughter
13. Son's Daughter's Husband
14. Daughter's Husband
15. Daughter's Son
16. Daughter's Son's Wife.
17. Daughter's Daughter
18. Daughter's Daughter's Husband
19. Brother (including Step Brother)
20. Brother's Wife
21. Sister (including Step Sister)
22. Sister's Husband.
23. Son's Wife's Father (and their siblings)
24. Son's Wife's Mother (and their siblings)
25. Daughter's Husband's Father (and their siblings)
26. Daughter's Husband's Mother (and their siblings)

SCHEDULE - VII

DECLARATION FOR TAKING UP THE AWARDED WORKS

On award of work, I/We_____ will take up the works promptly and achieve progress as per the programme communicated for each of the work. If I/We _____do not show the progress as per Schedule communicated for each work and the progress is (are) proved to be very slow which may result in delay in completion, the TSTRANSCO can cancel all such works and may got be executed through alternate agencies at our cost and risk and without prejudice to the right of TSTRANSCO to levy any penalties as per the terms of agreement.

Signature of the authorized representative/Tenderer

Name:
(in block letters)

Seal:

Date:

SCHEDULE VIII

BANK ACCOUNT DETAILS

1. Name of the Bank :
2. Name of the Branch :
3. Branch code :
   1. City :
4. Account No.
5. MICR No.
6. IFSC No.
7. Income Tax PAN Number :
8. GST Registration Number :
9. Date of GST Registration :
10. Place of GST Registration :

Signature of the Bidder

SCHEDULE IX

EXPERIENCE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. ---------- has carried out the following works in the jurisdiction of the ----------, during the financial year ---------- and the execution of these works is found to be satisfactory.

Sl. No.	Description of Work	L.S.Agt.No.	Date of Commencement of work and Date of Completion of work	Value of Agreement Amount
1.				
2				
3				
4				

Date:

Signature of the Superintending Engineer/
Divisional Engineer

CHECK LIST

COMMERCIAL CONFIRMATIONS

State **'Yes'** or **'No'** to each of the following items:

1.	Whether the work offered conforms to the relevant TSTRANSCO's / ISS Specifications and drawings.	
2.	Whether Qualification and Performance particulars are furnished.	
3.	State whether complete Quantity for full lot is quoted. (Bidder must quote for 100% of quantities of all items against each lot)	
4.	a) State whether Bid Security is enclosed. b) State whether Bid Form is enclosed.	
5.	State whether 90 days Validity is offered for the bid	
6.	State whether TSTRANSCO's Payment Terms are accepted.	
7.	State whether TSTRANSCO's penalty Clause is accepted.	
8.	State whether TSTRANSCO's Completion period is accepted.	
9.	Are you prepared to furnish Performance Security @ 5% of the Contract value within 15 days from the date of issue of preliminary acceptance letter or Letter of Acceptance.	
10	State whether TSTRANSCO's Guarantee Clause is accepted.	
11	State whether Prices are inclusive of all taxes & duties.	
12	All Schedules are furnished as per summary sheet for bid	

Signature of Bidder With Seal and Date

PROFORMA –I

BID FORM

Date: .....

TO: (Name and Address of Purchaser)
Gentlemen and/or Ladies:

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver. ..... (Description of Work / Materials / equipment) in conformity with the said bidding documents for the sum of. ..... (total bid amount in words and in figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Materials / equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid upto ……. (for the Bid Validity Period) specified in Clause and it will remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, will constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify / confirm that we comply with the eligibility requirements as per clause of the bidding documents.

Dated this..... day of. 2020

_____

_____

[Signature] [in the capacity of]

Duly authorised to sign Bid for and on behalf of …….

PROFORMA –II

BID SECURITY FORM

Whereas. ..... (hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for the supply/erection of. ..... (Name and /or description of the Materials / equipment/work) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE. ..... (Name of bank) having our registered office at. ..... (Address of bank)(hereinafter called "the Bank"), are bound unto. ..... (Name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____ 2020.

THE CONDITIONS of this obligation are:

1. If the Bidder

   a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
   b) Does not accept the correction of errors in accordance with the Bid Specification, or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;

   (a) Fails or refuses to furnish the performance security, in accordance with the Bid Specification.
   (b) Fails or refuses to execute the Contract Form if required; or
   We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including Thirty (30) days after …….(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

. .....
(Signature of the Bank)

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper issued by a scheduled Bank.

PROFORMA –III
PERFORMANCE SECURITY FORM

To:_____(Name of Purchaser)

WHEREAS…….. (Name of Supplier/contractor) (hereinafter called "the Supplier/contractor") has undertaken, in pursuance of Contract No.....dated.....2020 to supply/erection ..... (Description of Materials / equipment and Services)
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier/ contractor will furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's/contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier/contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier/contractor, up to a total of. ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier/contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the. ... day of. ..... 2020.

Signature and Seal of Guarantors
.....
Date. .....2020.
.....
.....
Address:.....…....
.....
.....

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper by a scheduled Bank.

*** * * * ***

SCHEDULE –A

DETAILED ESTIMATE

Name of the work: Estimate towards "Painting of MS towers structures at 220/132/ 33KV Shapurnagar SS".					
Sl. No.	**Description**	**Qty. (1)**	**Unit (2)**	**Total Labour + Material Cost**	**Total Cost/Unit**
1	Painting of towers with single coat of red oxide paint of 1st grade including scratching and cleaning of towers a) One coat of 1st grade red oxide paint including labour charges for scratching and cleaning of towers including cost of paint, brushes etc.,	131.96	MT	2293.54	302655.54
2	Painting of towers with one coat of aluminium paint 1st grade containing 306 Kg of Aluminium paste for 18 liters of thinner 1st coat is to be applied before erection of towers and 2nd coat including cost of paint, cost of brushes, labour charges etc., complete. a) First coat of 1st Grade Aluminium paint duly scratching and cleaning of towers including labour chares, cost of paint, brushes etc.,	131.96	MT	3544.50	467732.22
	b) Second coat of 1st Grade Aluminium paint duly scratching and cleaning of towers including labour chares, cost of paint, brushes etc.,	131.96	MT	2071.74	273386.81
				Total Cost (in Rs.)	**1043774.57**
				Add GST @18% on total cost (in Rs.)	**187879.42**
				Grand Total (in Rs.)	**1231653.99**
				Or Say Rs.	**1231654.00**
(Rupees Twelve Lakhs Thirty One Thousand Six Hundred and Fifty Four Only)					

Sd/-
CHIEF ENGINEER,
METRO ZONE/HYDERABAD.

SCHEDULE – B

TIME SCHEDULE FOR EXECUTION OF WORK

The painting of line work shall be completed within **4** months from the date of handing over of site subject to availability of Line clear.

The period of completion of this line will be reckoned from the date of Agreement.

I / We agree to the above mentioned completion period and execution programme.

SIGNATURE OF THE BIDDER
WITH SEAL