

**SOUTHERN POWER DISTRIBUTION COMPANY OF T.S. LIMITED**  
**OPERATION DIVISION: HUZURNAGAR**

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**BID DOCUMENT**

**Tender Notice No. 03/23-24**

**Tender Specification No. 01/23-24**

**Divisional Engineer/Operation /Huzurngar**

**Name of the work:** Estimate is for rerouting of 2.4 Km 33KV Thogarrai feeder which is passing over the houses in Kodad town section

Issued to \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone No:

**(SEAL OF THE TENDERER)**

**VENDOR. No.** \_\_\_\_\_

**Service tax Reg. No.** \_\_\_\_\_

Details of Specification cost, Rs 500 /- : D.D. No..... Dt: . .23.

Details of Bid Security @ 2%, Rs.13436/- : D.D. No.....Dt: . .23.

The **Value** of the contract: **Rs. 671802/-**

## Instructions to Bidders

**Name of the Work:** Estimate is for rerouting of 2.4 Km 33KV Thogarrai feeder which is passing over the houses in Kodad town section

**2. Place of Tender** : O/O Divisional Engineer/ Operation / TSSPDCL/ Huzurnagar

**3. Address** : Divisional Engineer, Operation, TSSPDCL, Near 33/11 KV Sub-Station, Kodad Road, Huzurnagar - 508204.

**4. Due Date for receipt of Tenders** : **30.12.2023 at 15-00 Hrs.**

**5. Date of opening of Tender** : **30.12.2023 at 16-00 Hrs.**

### **6. Superscription on the Tender:**

- |                                  |   |                                   |
|----------------------------------|---|-----------------------------------|
| 1. Specification No.             | : | Tender Specification No. 01/23-24 |
| 2. Name of the Work              | : |                                   |
| 3. Details of Specification cost | : |                                   |
| 4. Details of Bid Security       | : |                                   |
| 5. Terms and Conditions          | : | enclosed / not enclosed           |
| 6. Validity of the Tender        | : |                                   |
| 7. Contact cell No               | : |                                   |

### **7. The Bidder shall submit the self attested copies of following documents.**

#### **(Eligibility Criteria)**

1. Original DD towards **Bid Security @ 2% i.e., Rs.13436/-** of tender value drawn in favor of Divisional Engineer /Operation / TSSPDCL / Huzurnagar from any Nationalized Bank **Payable at Huzurnagar.**
2. Copy of Valid Electrical Contractor **License 'A' Grade** from CEIG up to 33kv or above voltage grade.
3. Copy of Valid Firm Registration with TSSPDCL.
4. a) Copy of **Financial Turnover** for the preceding 5 financial years (2018-19 to 2022-23) duly certified by the **Chartered Accountant.**  
b) **Turnover equal to 50%** of bid value during any **one year** in the preceding 5 financial years.
5. **Technical Experience:**  
The bidder should have executed the **same identical works** in a continuous period of 12 months during last 5 financial years as on the date of bid opening .The bidder shall submit along with the **certificates issued by not below the cadre of DE** along with the details of works done (i.e., Description of work, Agt. No., Agt. Value, etc. whether completed within time or not). (33KV line, 11KV line, LT line, Erection of DTRS)
5. Copy of **Liquid assets / Solvency Certificate** from any scheduled bank or nationalized bank **not less than 50% of Bid value** not earlier than 6 months prior to date of bid opening.
6. **Self declaration** by the bidder as enclosed (Annexure – I, II & III) to tender specification.

## **8. Bid Security:**

The Bid Security will be retained in case of the successful bidder and it will not carry any interest. Any bid received without bid security shall be rejected. The Bid Security of the successful bidder will be discharged when the bidder has signed the agreement or it will be adjusted as part of performance security at the request of bidder.

The Bid Security will be forfeited: if the bidder withdraws the bid after bid opening during the period of bid validity and in the case of successful bidder, if the bidder fails within the specified time limit to sign the agreement or to furnish the required performance security.

## **9. Bid Prices:**

- (i) The bidder shall offer tender rate according to TSSPDCL terms
- (ii) The price quoted by the bidder shall be inclusive of all costs of inspection and testing of equipments and materials commissioning by nominated representative of the employer
- (iii) The prices quoted by the bidder shall be firm throughout the contract period.
- (iv) The price quoted by the bidder shall be inclusive of all duties, taxes and other levies payable by the contractor under the contract.
- (v) Service Tax amount shall be reimbursed on actual basis only as per the Central Excise and Customs Department after submission of proof of payment made for this contract.
- (vi) Any variation in the taxes & duties during the contract period will be borne by the bidder.

## **10. Bid Validity:**

Bids shall be valid for a period of **30** days after opening the bid. A bid valid for a shorter period shall be rejected.

## **11. Late Bids:**

The bids received after the last date and time of submission will be rejected and also telegraphic bids/bids through post shall not be accepted.

## **12. a. Additional Security Deposit:**

If any contractor quotes less than 90% of the estimated value, the Divisional Engineer/Operation/Huzurnagar will have the right to ask for additional security deposit for the balance amount in the form of Demand Draft in addition to the 6% security deposit.

### **b. Performance Security:**

In addition to the BID SECURITY, the balance amount of total up to 6% of the value of contract shall be paid as security deposit at the time of entering into agreement. Further 6% of the value of work done will be recovered from the running bills for the fulfillment of contract and the amount so recovered will be refunded to the contractor after completion of work. This amount will not bear any interest.

## **13. Corrupt or Fraudulent Practices:**

The TSSPDCL expects that the Bidders/Suppliers/Contractors observe the highest standard of Ethics during the procurement of material/execution of such work contracts. In pursuance of this policy, the Employer,

- (i) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and.
  - (b) "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 Employer, and includes collusive practice among Bidders. Prior to or after bid submission designed

- to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (ii) Will reject a proposal for award if it, determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (iii) Will declare a firm ineligible, either indefinitely or for a stated period of time, if Employer any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing TSSPDCL contract.

**14. Mode of Payment:**

All payments shall be made on or after sixty days of receipt of contractors' invoices in complete shape in all respects and supported by the requisite documents and fulfillment of stipulated conditions. If any, payment shall be released to the contractor through the Banks by crediting to his account.

**15. Penalty for late completion:**

If the contractor fails to keep up the rate of progress as specified, the rate of Penalty at the rate of 1/2% of the Value of the contract of the work will be levied per **week** of delay subject to a Maximum of 6% of the total value of the contract.

**16. AGREEMENT:** - The successful tender should enter into agreement on Rs.100-00 Non-judicial stamped paper for the value specified by the department within a week of LOI issued. If failed to enter into Agreement in stipulated time, the Tender will be awarded to next eligible bidder duly forfeiting the Bid Security amount and barred for participating in the next 6 months or 2 similar Tenders whichever is later.

**17. PERIOD OF COMPLETION OF WORK:** - The contractor shall start the work within **7** days from the date of receipt of authorization and shall complete the work as per specification within **30** days from the date of allotment in complete shape otherwise the agreement will be terminated without any further notice duly forfeiting the BID SECURITY and security deposit paid by the contractor and imposing the penalty clause for late completion. Balance works will be executed departmentally.

**18. RIGHT TO REJECT OFFERS:** - The Divisional Engineer, Operation, TSSPDCL, Huzurnagar reserves the right to reject any tender or all the tenders without assigning any reason therefore.

**19. Court Jurisdiction:**

For legal disputes if any, shall be settled within the Court jurisdiction of Huzurnagar.

**20. Guarantee:**

The defects liability period is 12 months from the date of commissioning and acceptance by the TSSPDCL. Defects noticed during above period shall be rectified by the contractor at free of cost. (The contractor has to give performance guarantee for a period of **18** months. In case the work done proves defective within the above period, the contractor has to rectify the same at his own cost. In case the contractor fails to fulfill the above Obligation, the TSSPDCL reserves the right to carry out the necessary rectification from any other source and all the expenses incurred in this regard will be recovered from the contractor from any bills/deposits of the contractor.)

**21.** The Tenders without the details of the Item No.6 in Summary Sheet on the envelope will be rejected. Rates should be quoted both in figures and in the words. THIS TENDER DOCUMENT IS NOT TRANSFERABLE.

**22.** The tender Document duly completed in all respects shall be dropped in the "Tender Box" kept at the Office of the Divisional Engineer/Operation/Huzurnagar at the address indicated in the item No. 2 of summary sheet.

23. "Any agency which has been black listed in any of the DISCOMs will be disqualified, in other DISCOMs wither state of TG subject to legal vetting".
24. Bank Guarantees are not accepted for Cost of Specification, EMD, ASD, SD, etc.
25. In the event of having produced incorrect /false certificates or the information/ certificates found to be false or incorrect at a later date, the SPDCL is entitled to terminate the contract/ agreement entered into besides recovering damages as may be found necessary, with due notice.
26. The less percentage rate on tender specification value from bidder is limited to -15% only. The bid with less than -15% rate on specification value (example -16%, -17%, -18% . . . etc.) will be rejected.
27. If more than one responsive L1 bidder have quoted same rate, tender will be finalized by lottery system.
28. Bidders claiming for bid security exemption must submit relevant document evidence; otherwise the bids shall be rejected.
29. The undersigned reserves the right to reject or cancel this tender specification without assigning any reason.

**DECLARATION:-**

I/We have gone through all the above carefully and enclosed the necessary documents as indicated.

I/We also solemnly declare that I/We will abide by the conditions contained in the Tender Schedules for having not produced, or produced incorrect / false certificates and shall not claim for any relief/ relaxation thereafter.

**DIVISIONAL ENGINEER  
OPERATION: HUZURNAGAR.**

**SIGNATURE OF THE TENDERER  
WITH SEAL**

**Tender Specification No. 01/23-24**  
**Divisional Engineer, Operation, TSSPDCL, Huzurnagar.**  
**TERMS & CONDITIONS**

**1. COMMUNICATIONS**

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act.)

**2. SUBCONTRACTING**

The Contractor may sub contract with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

**3. CONTRACTOR'S RISKS**

All risks of loss or damage to physical property and of personal injury and death which may arise during and in consequence of the performance of the Contract other than the expected risks are the responsibility of the Contractor.

**4. QUERIES ABOUT THE CONTRACT DATA**

The Engineer will clarify queries on the Contract Data.

**5. THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE**

The Contractor may commence execution of the Works on the Start Date/ **date of issue of LOI or agreement or date of handing over of site whichever is later** and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Engineer, and complete them by the intended completion Date.

**6. SAFETY**

The Contractor shall be responsible for the safety of all activities on the Site.

**7. DISCOVERIES**

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

**8. POSSESSION OF THE SITE**

The Employer shall give possession of all parts of the Site to the Contractor.

**9. ACCESS TO THE SITE**

The Contract shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/ assembled for the works.

## **10. INSTRUCTIONS**

- 10.1 The Contractor shall carryout all instructions of the Engineer which comply with the applicable laws where the Site is located.
- 10.2 The Contractor shall permit employer or his representative to inspect the Contractor's accounts and records relating to the performance of the Contractor.

## **11. DISPUTES**

If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Arbitrator within 14 days of the notification of the Engineer's decision.

## **12. EXTENSION OF THE INTENDED COMPLETION DATE**

- 12.1 The Engineer shall extend the Intended Completion Date if a variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 12.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion Date.

## **13. DELAYS ORDERED BY THE ENGINEER**

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

## **14. IDENTIFYING DEFECTS**

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

## **15. QUALITY ASSURANCE**

### **15.1 QUALITY ASSURANCE PROGRAMME**

To ensure that the equipment are in accordance with the specifications, the contractor shall adopt suitable quality assurance program to control such activities at all points, as necessary. Such program shall be out lined by the contractor and shall be finally accepted by owner / authorized representative after discussions before the award of contract. The QA program shall be generally in line with ISO-9000/IS-14000. A quality assurance program of the contractor shall generally cover the following:

- 1) His organization structure for the management and implementation of the proposed quality assurance program
- 2) Quality system manual
- 3) Design control system
- 4) Documentation control system

- 5) Qualification data for bidder's key personnel.
- 6) The procedure for purchase of material, parts, components and selection of sub vendors service including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased etc.
- 7) System for shop manufacturing control including process controls, fabrication and assembly controls.
- 8) Control of non conforming items and systems for corrective actions
- 9) Inspection and test procedure
- 10) Control of calibration and testing of measuring and testing equipment
- 11) System for indication and appraisal of inspection status
- 12) System for quality audit
- 13) System for authorizing release of manufactured product to owner
- 14) System for maintenance of records
- 15) System for handling storage and delivery
- 16) All the plant standard / written down practices followed by the manufacturing / contractor against the manufacturing activities in their works will be submitted in electronic media preferably in at least one set of compact discs.

## **15.2. GENERAL REQUIREMENTS – QUALITY ASSURANCE**

No material shall be dispatched from the manufactures works before the same is accepted subsequent to pre-dispatch final inspection including verification of records of all previous tests/ inspections by Owner's Project Manager / Authorized representative and duly authorized for dispatch issuance of MDCC.

All materials used and supplied shall be accompanied by valid and approved materials certificates and tests and inspection reports. These certificates and reports shall indicate the heat numbers or other such acceptance identical numbers of the material. The material certified shall also have the identification details stamped on it.

All materials used for equipment manufacture including casting and forging etc. shall be of tested quality as per relevant codes/Standard. Details of results of the tests conducted to determine the mechanical properties, chemical analysis and details of heat treatment procedure recommended and actually followed shall be recorded on certificates and time temperature chart. Tests shall be carried out as per applicable material standards and/or agreed details.

All welding and brazing shall be carried out as per procedure drawn and qualified in accordance with requirements of ASME Section IX / BS -158158 or other International equivalent standard acceptable to the Owner.

All welding/brazing procedure shall be submitted to the Owner or its authorized representative for approval prior to carrying out the welding/brazing

All braziers, welders and welding operators, employed on any part of the contract either in Contract's/his Sub- Contractors works or at site elsewhere shall be qualified as per ASME Section IX or BS-15871 or other equivalent International Standards acceptable to the Owner.

Test results of qualification tests and specimen testing shall be furnished to the Owner for approval. However where required by the Owner, tests shall be conducted in presence of Owner / Authorized representative

Results of all non-destructive testing shall be recorded on certificates.

All the sub-vendors proposed by the contractor for procurement of major bought out item including castings, forgings, semi-finished and finished components/equipment, list of which shall be drawn up by the Contractor and finalized with the Owner shall be subject to Owner's approval. The Contractor's proposal shall include vendor's facilities established at the respective works, the process capability, process stabilization, QC Systems followed, experience list, etc. along with his own technical evaluation and shall be submitted to the Owner for approval prior to any procurement. Such

vendor approval shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

For components/equipment procured by the Contractors for the purpose of the Contract, after obtaining the written approval of the Owner, the Contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture, the quality practices and procedures followed by the vendor's quality control organization, the relevant reference documents/standards used, acceptance level, inspection of documentation raised etc.

Such quality plans of the successful vendors shall be finalized with the Owner and such approved Quality Plans shall form a part of the purchase order/contracts between the contractor and the vendor, within three weeks of the release of the purchase order/contract for such bought out items/components, a copy of the same without price details but together with the detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Owner by the Contractor..

The purchase specifications for the major bought out items, list of which shall be drawn up by the Contractor and finalized with the Owner shall be furnished to the Owner for comments and subsequent approval before orders are placed.

- i) that the inspection and testing points in the inspection plan were performed satisfactorily.
- ii) Factory tests results for testing required as per applicable codes and standard referred in the specification.
- iii) Inspection reports duly signed by QA personnel of the Owner and Contractor for the agreed inspection hold points. During the course of inspection, the following will also be recorded:
  - a. When some important repair work is involved to make the job acceptable; and
  - b. The repair work remains part of the accepted product quality.
- iv) All the accepted deviations shall be included with complete technical details.

Owner reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the Contractor's or their sub-vendor's quality management and control activities. The Contractor shall provide all necessary assistance to enable the Owner carry out such audit and surveillance.

The Contractor shall carry out an inspection and testing program during manufacture in his works and that of his sub-contractor's and at site to ensure the mechanical accuracy of components, compliance with drawings, conformance to functional and performance requirements, identity and acceptability of all materials parts and equipment. He shall carry out all tests/inspections required to establish that the items/equipments conform to requirements of the specifications and the relevant codes/standards specified in the specifications, in addition to carrying out tests as per the approved Quality Plan.

Quality audit/surveillance/approval of the results of the tests and inspection will not, however, prejudice the right of the Owner to reject the equipment if it does not comply with the specification when Installed or does not comply with the specification in service and the above shall in no way limit the liabilities and responsibilities of the Contractor in ensuring complete conformance of the materials/equipment supplied to the relevant specification standard, data sheet, drawings etc.

For all spares and replacement items, the quality requirements as agreed for the main equipment supply shall be applicable.

Repair/rectification procedures to be adopted to make the job acceptable shall be subject to the approval of the Owner/authorized representative.

## **16. TESTS**

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

## **17. CORRECTION OF DEFECTS**

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

## **18. UNCORRECTED DEFECTS**

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## **19. LIQUIDATED DAMAGES**

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or milestone as stated in the contract Data). The liquidated damages for works of each site are 0.05% per day (percentage of contract price) and up to a maximum of 6% of the total contract price. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

If the Intended Completion Date is extended damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 41.1

## **20. SECURITIES**

The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount form and by a bank. The Performance security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

## **21. COMPLETION**

Work should be completed within **three** months from the date of issue of **letter of intent or agreement or date of handing over of site whichever is later**

The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the work is completed.

## **22. TAKING OVER**

The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

**23. PAYMENT UPON TERMINATION**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the differences shall be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the Certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**24. PROPERTY**

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

**25. RELEASE FROM PERFORMANCE**

If the Contract is frustrated by the outbreak of war or by another event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

**DIVISIONAL ENGINEER  
OPERATION: HUZURNAGAR.**

**SIGNATURE OF THE TENDERER  
WITH SEAL**

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. DESCRIPTION:**

The Contractor shall, at all times during the continuance of the contract, comply full with all existing Acts, regulations and byelaws including all statutory amendments and reenactments of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian workmen's Compensation Act, 1923. Contract Labor (Regulation and Abolition) Act 1984, the Child Labor Prohibition and Regulation Act, 1986 an Equal Remuneration Act 1976, Factories Act, Minimum Wages Act 1984, Provident Fund Regulations, Employees Provident Fund Act 1952 EPF Act 1996 and related acts passed from time to time. Schemes made under the Same Act the Buildings and other construction workers (Regulation of Employment and condition of service) Act 1996, the Cess Act 1996 and also applicable Labor Regulations, Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by Competent authorities for contravention by the Contractor.

If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated above on the part of the Contractor, the Engineer shall have the right to deduct from any moneys due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the employer, responsibility in connection with the employee of the contractor, who shall, in no case, be treated as the employee of the Employer at any point of time.

### **2. NOTICES:**

All Certificates, notices or written orders to be given by the Employer to the Contractor under the terms of the contract shall be served by sending by post or delivering the same to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose.

All notices to be given to the TSSPDCL or to the Engineer under the terms of the Contract shall be served by sending by post or delivering the same to the respective address nominated for that purpose.

The SPDCL address is

**Divisional Engineer**

**Operation, TSSPDCL, Huzurnagar.**

The Engineer's address is

Concerned Divisional Engineer - in charge of works

### **3. EXTRA SHIFTS & OVERTIME WORK**

At the commencement of work, the Contractor shall arrange for a general shift, as per working hours.

If, at a later date the employer feels that extra shifts should be started to complete the work allotted to the Contractor within the time stipulated or to make up for any past delays. The contractor shall arrangement for.

#### **4. ACCIDENTS**

The employer will not be responsible for any damages or compensation payable in consequence of an accident or injuries to any of the Contractor's personnel or any third party.

The Contractor shall insure at his cost-against any such eventually as per rules in force and submit the documentary evidence of the Insurance Policy taken, positively prior to commencement of work at site and should keep policy valid by paying premium and other changes till handing over of the plant.

In case of any accidents at or near the site in connection with the execution of work, the contractor shall 24 hours, make a detailed report of the accident and submit the same to the purchaser in the form provided by the purchaser. The contractor shall also report such accidents to the competent authority as laid down by the existing rules and regulations and inform the Employer regarding the same.

#### **5. INSURANCE FOR MATERIALS SUPPLIED BY BOARD**

The Contractor shall insure in the name of the SPDCL for the amount equal to the value of material supplied to him by the SPDCL against loss or damage for the period from the time of taking over the materials from the SPDCL to the date of issue of completion certificate. The value of the policy shall be enhanced from time to time depending upon the value of the SPDCL materials taken over. SPDCL will reimburse the above insurance charges on submission of his claim together with insurance policy.

##### **5.1 INDEMNITIES :**

The contractor is liable for and indemnifies the SPDCL against losses, expenses and claims for loss or damage to physical property, personal injury and death caused by his own acts or omissions.

- a. The contractor claiming indemnity to take all reasonable steps to mitigate the lower damage will occur
- b. The contractor indemnifies the SPDCL against claims to damages caused by the movement of his equipment or temporary works.
- c. The Contractor shall submit an "Indemnity Bond" to the SPDCL incorporating the above points before taking up the execution of the work.

#### **6. LICENCE**

The contractor shall have valid contractor's license from Electrical Inspector of T.G. State, and he shall maintain its validity for the complete duration of the contract.

#### **7. TRANSPORT ARRANGEMENT**

The contractor shall make the transport arrangement at his cost for his staff and workers to site.

#### **8. MACHINERY, TOOLS & TACKLES**

The Contractor shall provide the required machinery/equipment, accessories, necessary tools and tackles, instruments, and all the normal consumable materials required for the satisfactory execution of this contract. The Contractor shall arrange for cranes for unloading and erection purpose, if required.

Gate Pass for Materials:

All tools, tackles, construction materials, welding materials etc., will be taken inside the site limits only after registration with security personnel. Also any material will be taken out only on valid gate pass issued by Purchaser's representative after checking the proper "IN" gate passes. The contractor shall have to preserve the "IN" gate passes obtained from security when every any material is route inside the site to enable taking back the balance/excess materials, Tools and Tackles after completion of Works.

## **9. SAFETY PRECAUTIONS**

All the safety measures to avoid accidents shall be followed strictly in accordance with the safety rules and regulation laid down by the government authorities.

The Contractor shall take all safety precautions and shall provide proper scaffolding, lifebelts, ladder shock proof helmets, etc. to avoid accidents and to ensure safety, of not only his personnel but also the safety of the staff and workers of other contractors working at the same site.

The contractor shall take necessary precautions to ensure that no part of the building/structure damage or disfigured due to negligence on his part while carrying out the work. In case of excess damage, the same shall be made good by the contractor immediately at his own cost. Re-commissioning on energized equipment shall be carried out with proper safety permits issued by the Purchase/Competent authorities. When required to work at heights or at hazardous location areas, the contractor shall carry out the same with at most care and all safety precautions

## **10. FIRE PRECAUTIONS**

The contractor shall strictly instruct his site staff and workers to abide by the regulations sin force at the site regarding all precautions to be taken to avoid fir hazards

## **11. WORKING AREA & CLEANLINESS**

The Contractor shall keep the site of work in a clean and sanitary condition. After the completion of the entire work, the contractor shall arrange to remove all the temporary structures, surplus materials, dirt, debris, etc. from the site and finished work shall be handed over the employer in a clean and complete shape

## **12. SITE DISCIPLINE**

Strict discipline shall be observed by all contractors' personnel inside the premises of the site. The contractor and his personnel shall abide by all the rules and regulations of the Employer, Disciplinary action shall be taken against the Contractor/his personnel and their services liable to be terminated, if found quarreling violating the rules.

## **13. SITE OFFICE & STORES**

The contractor will make necessary arrangements for erection of his site office and site stores after getting written permission from the employer to erect such temporary structure at his own cost. Temporary power supply will be provided at one point on chargeable basis at the nearest switch room and further cabling up-to the contractor's office or work is included in the Contractor's scope. Every meter of adequate rating and associate equipment for construction power distribution is in the Contractor's scope. The Contractor shall indicate construction power requirement in the Offer. The power consumption charges will have to be borne by the Contractor. However the non availability of the Crane does not leave the contractor off his responsibilities. The contractor is permitted to make use of water source available if any sites

for construction purpose. Transport of water from the source to the working areas will be contractor's responsibility.

#### **14. APPROVAL OF INSTALLATION BY GOVERNMENT AUTHORITIES**

Whenever approval of government authorities is required, as per existing rules and regulations, the Contractor shall obtain the same.

#### **15. INCOME TAX**

a) Deductions will be made towards Income Tax at source by the SPDCL as directed by Income Tax Department.

b) The Contractor's staff, personnel and labor will be liable to pay personnel income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **16. TERMINATION OF CONTRACT FOR TSSPDCL CONVENIENCE**

The TSSPDCL shall be entitled to terminate this contract any time for the SPDCL convenience after giving 35 days prior notice to the contractor with a copy to the Engineer.

#### **17. LABOUR :**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements, for the engagements of all staff and labor, local, or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such information respecting Contractor's Equipment as the Engineer may require.

#### **18. COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the Contract:

The Contractor and his sub contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law. This includes rules, regulations, byelaws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given below.

The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

Salient features of some major labor laws applicable to establishments engaged in building and other construction work.

- a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishment employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33 %. The benefits payable under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract labor (Regulation 7 Abolition) Act 1984: The Act provides for certain welfare measures to be provided by the Contract labor and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.
- f) Minimum Wages Act 1984: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments..
- g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employee drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations or lock-out becomes illegal and

what are the requirements of laying off or retrenching the employees or closing down the establishments.

- k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employees. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labor (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 of age in certain occupations and process and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.
- o) The Building and Other Construction worker (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishment who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1984: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

## **19 ARBITRATION**

The procedure for arbitration will be as laid down in Indian arbitration and conciliation act 1996

**DIVISIONAL ENGINEER  
OPERATION: HUZURNAGAR.**

**SIGNATURE OF THE TENDERER  
WITH SEAL**

## **ANNEXURE-I**

### **SELF DECLARATION**

I/We have gone through all the terms & conditions mentioned in this tender specification bid document carefully and thoroughly.

I/We have enclosed the necessary self attested copies of documents as specified.

I/We also solemnly declare that I/We will abide by the conditions contained in the Tender Schedules for having not produced, or produced incorrect / false certificates and shall not claim for any relief/ relaxation thereafter.

**SIGNATURE OF THE TENDERER  
WITH SEAL**

## ANNEXURE-II

### Undertaking to be given by the Company/Partnership Firm/ Contractor along with the Tender

I, \_\_\_\_\_ representing the Company/ Partnership Firm/ Contractor responding to the bid invitation by the TSTRANSCO/TSNPDCL/TSSPDCL vide Specification No. \_\_\_\_\_ hereby sincerely and solemnly affirm and state as follows:

(Strike out that which is not applicable)

- a) That myself or any of the representatives of my company/firm do not have any relatives as defined in the appended Annexure-III in the TSTRANSCO/DISCOM.

(Or)

- b) That the following officers/employees of the TSTRANSCO/DISCOM are related to me and to the representatives of my company /firm and their status in the TSTRANSCO/DISCOM's is as under.

Sl.No.	Name of the officer/employee	Designation and place of working	TSTRANSCO/DISCOM	Relationship
1				
2				
3				
4				
5				
6				

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 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 TENDERER  
WITH SEAL**

### **ANNEXURE-III**

#### **List of Relatives**

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

**SIGNATURE OF THE TENDERER  
WITH SEAL**

## SCHEDULE

Tender Specification -01/23-24

Name of the work:		Estimate is for rerouting of 2.4 Km 33KV Thogarrai feeder which is passing over the houses in Kodad town section.				
Sl.No	SAP Service No	Description of the work	Shedule Total Qty	Units for Calcul	Rate	Amount
1	SWR10109	EXCAVATION OF PIT(3.0" x 3.0" x 7.6")	55	EA	842.78	46,352.90
2	SWR10978	Errection of 11 M long PSCC pole	55	EA	4,165.28	229,090.40
3	SWR11180	SubTrnsprt 11M PSCC Pole incl. L&UL<10KM	55	EA	431.97	23,758.35
4	SWR11861	Transport of Cond Drum,VCBs >10 & <20Km	2	EA	3,299.70	6,599.40
5	SMR11488	S-GI Bolts & Nuts,Washers etc.,	500	KG	117.5	58,750.00
6	SWR10356	Mass concreting of supports incl. cement	14.404	M3	6,579.00	94,763.92
7	SWR10869	Fabrication of struc.with welding.	3	TO	3,426.00	10,278.00
8	SWR10366	Stringing 100sqmm 33/11kv Line 3 Cond SC	1.8	KM	12,600.06	22,680.11
9	SWR10981	Horizontal Cut point for 33 KV line	6	EA	1,759.50	10,557.00
10	SWR10107	EXCAVATION OF PIT (2.6" x 2.6" x 6.0")	14	EA	700	9,800.00
11	SWR20308	SubTrnsprt 9M PSCC Pole incl. L&UL<10KM	14	EA	407.29	5,702.06
12	SWR11320	Dismantle-9.1 M long PSCC pole	58	EA	909.94	52,776.52
13	SMR11485	S-Earthing GI flat 25x3 mm incl material	100	KG	105	10,500.00
14	SWR22063	Dismantling of 100 Sqmm conductor SC	2.4	KM	8,274.75	19,859.40
15	SWR10856	Earth work excav hard rock bould <3cum	5	M3	1,318.35	6,591.75
16	SWR11083	Erec of 9.1 Mts PSCC poles for stuts	12	EA	2,400.00	28,800.00
17	SWIP1168	Survey and tree clearance	12	LS	637.5	7,650.00
18	SWR12271	Erect-33KV AB Switch in SS	1	EA	5,342.25	5,342.25
19	SWR10404	Stringing of bus with panther conductor	5	M	327.68	1,638.40
20	SWR10365	Stringing of 55sqmm 33/11kv Line 3 Cond	1.4	KM	8,500.00	11,900.00
21	SWR22065	Dismantling of 11kv 34/ 55 Sqmm SC	1.4	KM	4,500.00	6,300.00
22	SWR10153	TRANSPORT OF STEEL MATERIAL 100 TO 200KM	2	TO	1,055.70	2,111.40
					<b>Total</b>	<b>671,802</b>

**SIGNATURE OF THE TENDERER  
WITH SEAL**

**DIVISIONAL ENGINEER  
OPERATION, HUZURNAGAR**

**Summary of Prices**  
**Tender Notice No. 03/23-24**  
**Tender Specification No. 01/23-24**

**Name of the work:** Estimate is for rerouting of 2.4 Km 33KV Thogarrai feeder which is passing over the houses in Kodad town section

Value of contract: **Rs. 671802/-**

I/We ..... do hereby express my/ our willingness to execute the aforesaid work as per the conditions, standards, specifications, rules, and regulations etc., stipulated in the Tender Schedules at

**1) The Value of the contract: Rs. ..../-**

(Rupees in words..... only)

**(Or)**

**2) An overall tender percentage of **excess over** (in figures .....% and in words.....) the value of the contract.**

**(Or)**

**3) An overall tender percentage of **less than** (in figures .....% and in words.....) the value of the contract.**

**(Clearly strike out whichever is not applicable)**

**Conditions:**

- 1) The percentage quoted shall be up to a maximum of **two decimals only** and shall be written clearly in figures and words. In case of discrepancy between the percentage quoted in figures and words the percentage quoted in words will prevail.
- 2) In case contractor quotes % only in words and does not quoted in figures or vice versa, such tenders shall be treated as incomplete and rejected.
- 3) The lump sum price quoted by the bidder shall inclusive of all costs of inspection and testing of equipment/ material by the nominated representative of the employer for each batch of equipment/material manufacture.
- 4) The contract value includes Excise Duty, Sales Tax, VAT etc., as applicable
- 5) Service tax amount will be reimbursed on submission of proof of payments made for this works exclusively.
- 6) The less percentage rate on tender specification value from bidder is limited to (-) 15% only. The bid with less than (-) 15% rate on specification value (example -16%,-17%,-18% . . . etc.) will be rejected.

**DIVISIONAL ENGINEER  
OPERATION, HUZURNAGAR.**

**SIGNATURE OF THE TENDERER  
WITH SEAL**