



TRANSMISSION CORPORATION OF TELANGANA LIMITED
NOTICE INVITING TENDER

**Tender Notice No.e-se/omc/kmm-44/2025-26 of SE/OMC/KMM/DE(T)/ADE(T)AE(T)/F.No.RF-26/
D.No .2075/25-26, Dt:25 .03.2026**

ON e-PROCUREMENT PLATFORM

1. Department name : TGTRANSCO, Superintending Engineer/OMC Circle /Khammam.
2. Tender subject : **“Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGNPDCL from 132KV SS Bhadrachalam”.**
3. Estimated contract value : **Rs.8,98,073/-**
4. Period of contract : 4 Months
5. Form of contract : LS
6. Tender type : Open
7. Tender category : Works
8. Bid Validity : **90 Days.**
9. EMD / Bid Security : 2% of estimated contract value i.e., **Rs.17,961/-**
10. EMD / Bid Security payable to ... : EMD shall be payable Online through Debit/Credit cards (or) Challan in e-procurement website (or) In the shape of Demand Draft in favour of the Superintending Engineer/OMC Circle/ Khammam (or) Bank Guarantee issued by a National Bank/ Scheduled Bank (as per the list enclosed) in favour of the Superintending Engineer/OMC Circle/ Khammam and shall cover a period of 45 days over and above the period of bid validity.
11. Transaction fee : **Rs.318/-** which includes GST
12. Transaction fee payable to ... : Payable on line to MD, TGTS, Hyderabad.
13. Bid Submission Start Date and Time. : **25/03/2026 at 01:00 PM.**
14. Bid submission closing date & time. : **08/04/2026 at 04:00 PM.**
15. Place of bid opening : At the office of Superintending Engineer/OMC Circle/Khammam
16. Officer inviting bids : Superintending Engineer/OMC Circle/Khammam,
17. Bid opening date & time : **08/04/2026 at 5:00 PM.**
18. Address. : Superintending Engineer/OMC Circle/Khammam, TGTRANSCO, 132/33KV SS KHAMMAM, NEAR KOLLIPAKA FUNCTION HALL, KHANAPURAM, KHAMMAM – 507002.
19. Contact details/ Telephone, Fax. : AE/Technical - 8712463409
20. Others details available on : www.tender.telangana.gov.in

Sd/-
**SUPERINTENDING ENGINEER
OMC CIRCLE, KHAMMAM.**

Copy submitted to Chief Engineer/Transmission/TGTRANSCO/VS/Hyderabad (*)
Copy communicated to Chief Engineer/Warangal, Karimnagar, Hyderabad Metro and Hyderabad Rural Zones (*)
Copy communicated to the Superintending Engineer/OMC Circle/Warangal/Jangam (*)
Copy communicated to the Superintending Engineer/400KV Construction/Warangal (*)
Copy communicated to the Superintending Engineer/Civil/Warangal (*)
Copy to the Divisional Engineer/O&M/WGL -I&II, Budidampadu & Julurupadu (*)
Copy to the Executive Engineer/Construction/Warangal and Khammam (*)
Copy to the Executive Engineer/Civil/ Khammam & Warangal (*)
Copy to the Senior Accounts Officer/Zone/Warangal (*)

(*) Display on notice boards please.

ELIGIBILITY CRETERIA:

Physical experience:

- The Bidder should have valid registration with TGTRANSCO.
- The bidder should have valid 'A' grade Electrical License for executing the works exceeding 33KV and above voltages.
- The bidder should have certificate of registration from labour department Govt of Telangana.

- The bidder should have Goods and Service Tax registration holder.
- The Bidder should have achieved annual turnover equal to 100% of the value of the works proposed in the bid specification in any financial year during the last five financial years including current financial year duly certified by competent authority.
- The bidder in his name should have successfully executed minimum 1 similar nature of work in 132KV and above voltage level Sub Stations in last 10 years as on the date of bid opening as prime contractor and should possess a satisfactory completion certificate issued by competent authority.
- The bids will be treated as non-responsive in case of not uploading the above mentioned mandatory documents. TGTRANSCO decision is final in this regard in qualifying the bidders or rejecting any or all bidders. TGTRANSCO reserves the right to accept or reject any bid or all \ bids. No requests will be considered in this matter.

Sd/-
SUPERINTENDING ENGINEER
OMC CIRCLE, KHAMMAM

TRANSMISSION CORPORATION OF TELANGANA LIMITED



SPECIFICATION No.44/2025-26

**Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGNPDCL from
132KV SS Bhadrachalam.**

SUPERINTENDING ENGINEER
OMC CIRCLE, KKHAMMAM
TGTRANSCO, 132KV Substation Premises,
Opp Kolipaka function hall, Khanapuram,
Khammam-507 002
Contact: 8712463409
Web site:www.tender.telangana.gov.in

TENDER SPEC NO:44/2025-26

OMC CIRCLE, KHAMMAM

1.	Department Name	Transmission Corporation of Telangana State Limited
2.	Tender Subject	Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGNPDCL from 132KV SS Bhadrachalam
3.	Estimated Contract value.	Rs.8,98,073/-
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.17,961/-
9.	Bid Security Payable to	In the shape of online payment in favour of Superintending Engineer/ OMC Circle/Khammam (or) Bank Guarantee issued by a Nationalized Bank in favour of Superintending Engineer/ OMC circle/Khammam and shall cover a period of 60 days over and above the period of bid validity.
10.	Bid Validity	90 days
11.	Transaction fee	Rs.318/- (0.03% + GST tax)
12.	Transaction fee payable along with tender to	Payable on line to MD, TSTS, Hyderabad.
13.	Schedule Available Date	AS PER NIT
14.	Schedule Closing Date	AS PER NIT
15.	Bid Submission closing Date & time	AS PER NIT
16.	Bid Submission	Online
17.	Bid Opening Date & Time	AS PER NIT
18.	Place of bid opening	At the office of Superintending Engineer/ OMC Circle/Khammam
19.	Officer Inviting Bids	Superintending Engineer/ OMC Circle/Khammam
20.	Address:	Superintending Engineer/OMC Circle/Khammam TGTRANSCO, at 132 KV SS Substation Premises, Opp – Kolipaka function hall, Khanapuram, Khammam-507 002, Mobile: 8712463409
21.	Contact details / Telephone, Fax	AE/Technical, Mobile:8712463409

Sd/-

Superintending Engineer
OMC Circle, Khammam

TRANSMISSION CORPORATION OF TELANGANA LIMITED
Tender Notice Spec No.44/2025-26 of SE/OMC Circle/Khammam

NAME OF WORK: - Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGNPDCL from 132KV SS Bhadrachalam.

Bids are invited on the e-procurement platform for the above-mentioned work from the Contractors / Contracting firms/Company. The details of Tender conditions and terms can be downloaded from the electronic procurement platform of Government of TELANGANA STATE i.e., www.tender.telangana.gov.in

1. Approximate Estimate Contract value of work **Rs.8,98,073/-** Contractors would be required to register on the e-Procurement Market place www.tender.telangana.gov.in and submit their bids online. The department will not accept any bid submitted in the paper form.
2. E.M.D. to be paid by way of online payment for **Rs.17,961/-** (Rupees Seventeen thousand Nine hundred and Sixty one only) (i.e., 2% of ECV) online payment in favour of **Superintending Engineer/OMC Circle/Khammam** or BG issued by a Nationalized Banks in favour of the **Superintending Engineer/OMC Circle/Khammam** and shall cover a period of **90** days over and above the period of bid validity along with bids. This will be refunded on submission of security deposit @ 5% to be paid at the time of concluding agreement in the case of successful tenderer, in case EMD is submitted in the form of BG, fresh BG shall be submitted towards security deposit @5% of Contract Value covering the entire period of agreement period and guarantee period, with a further claim period of 2 months. All the bidders shall invariably upload the scanned copies of online payment/BGs in the e-procurement system and this will be the primary requirement to consider the bid as responsive. The successful bidder shall invariably furnish the all-original Certificates/Documents of the uploaded scanned copies to the tender inviting authority **Superintending Engineer/OMC Circle/Khammam** before entering into the agreement or whenever required either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder.

Period of completion of work : 4 Months

The bidders can view/ down load the tender documents from the 'e' market place.

3. Form of contract – Lump sum contract.
4. Class of Contractors eligible is as below:

a) Physical Experience:

- 1) The bidder should have license from electrical inspector of A-Class 132KV and above voltages from Government along with registration from Electrical Utilities of TGTRANSCO.
- 2) The bidder in his name should have executed similar 132KV and above voltage Bay works /augmentation works in TGTRANSCO. The Bidders should submit the performance certificate issued from the Divisional Engineer/Executive Engineer cadre and above.
- 3) The Bidder should furnish the GST Registration, PAN, EMD Particulars, Filled Schedules, Recent 5 years Turnover Documents certified by CA, Works on hand, all filled Schedules of Tender Specification.
- 4) EMD shall be paid through online/BG. The EMD is exempted for SC/ST individuals and Co-operative Societies as per the T.O.O. (CE/Civil) Ms.No.511, Date: 03.01.2020 only. (MSME exemption is not accepted). The individual community/Co-operative Certificate must be produced along with the bid to claim the exemption.
- 5) The **Superintending Engineer/OMC Circle/Khammam** has right to accept/reject tenders without any notice/intimation.

(b) FINANCIAL TURNOVER:

The Bidder should have the bid capacity not less than the estimated contract value or value of work put to tender. The bid capacity will be calculated as per formula $(2AN-B) > ECV$. The bidder/Firm/ Company shall be a profit-making Company.

Where A = Max. Value of Works executed in any one financial year during the preceding 5 financial years (updated to the current price level with a simple weightage of 10% per each financial year) taking into account the completed as well as works in progress. With regard to execution of the works during the last 5 years, the bidder shall produce the copies of experience certificates issued by the an officer not below the rank of Executive Engineer or equivalent cadre of state power utility/ Government organizations/ PSU only indicating a) Description of work, b) Date of agreement, c) Agreement value / revised agreement value, d) Date of commencement, e) Agreed date of completion, f) Actual date of completion, g) total value of work done, h) Reasons for delay, if any, and i) the physical quantities executed during each financial year etc. (or) Chartered Accountants certificate with audited and approved profit and loss statement shall be produced.

N = Number of years prescribed for completion of the works for which tenders are invited. If N is less than 6 months it will be taken as 6 months.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tenders are invited.

ECV = Estimated Contract Value (or) The Value of work put to tender.

The bidder shall produce the statement showing the value of existing commitment and ongoing works as well as the stipulated period of completion remaining for each of the works. The statement must be supported by certificates issued by officers of the State/Central Government Department / Under takings not below the rank of Executive Engineer or the officer of equivalent rank and counter signed by the Superintending Engineer or the officer of equivalent rank (or) The bidder shall produce a declaration as mentioned below on a non-judicial stamp paper of Rs.100/- duly notarized.

I, Sri/ Smt. /M/s do hereby solemnly affirm and declare that the balance works on hand as per the details furnished in tender schedule are true and also declare that in case it is found to be false fake/incorrect at a later date, I/We will abide by any action such as disqualification or termination of contract under clause 60(a) PS to APSS or black listing or any other action deemed fit by TGTRANSCO.

Signature of the Bidder

13. Procedure for submission of Bids:

- (a) Bidders need to contact **Superintending Engineer/OMC Circle/Khammam** for information on e-Procurement.
- (b) Bidders need to register on the electronic procurement market place of Government of TELANGANA STATE i.e., www.tender.telangana.gov.in. On registration on the e-Procurement market place, they will be provided with a user Id and password by the system using which they can submit their bids online.
- (c) While registering on the e-procurement market Place, Bidders need to sign, scan and upload the required documents as per the Tender requirements onto their profile. As per GO Ms No: 6, I&CAD (PW-Reforms) Dept. dated: 11-01-2005, the following changes are made. (i) Furnishing of hard copies by the tenderers before opening the bid is dispensed with. (ii) All the bidders shall invariably upload the scanned copies of BG 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 / BG towards EMD 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, towards prior to entering into agreement.

v) The successful bidder shall invariably furnish shall furnish the original /BG towards EMD certificates / documents of the uploaded scanned copied to the tender inviting authority before awarding the work either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non –receipt of original /BG towards EMD certificates/ documents from the successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinely of the /BG 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. /BG towards EMD within the stipulated time or if any variation is noticed between the upload ed documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurements system would deactivates the user ID of such defaulting successful bidder based on the trigger / recommendation by the Tender inviting Authority in the system. Besides this, the Department shall invoke all process 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.

Every bidder needs to submit the offline documents along with the following hard Copies.

(i) Online payment of **Rs.17,961/-** (Rupees Seventeen thousand Nine hundred and Sixty one only) (in favour of **Superintending Engineer/OMC Circle/Khammam** or BG issued by a Nationalized Banks in favour of the **Superintending Engineer/OMC Circle/Khammam** and shall cover a period of 90 days over and above the period of bid validity as per para 4 above.

(ii) Online payment receipt towards Non-refundable transaction fee to MD, TSTS, Hyderabad. EMD in the shape of online payment or BG **Rs.17,961/-** (Rupees Seventeen thousand Nine hundred and Sixty one only) issued by any Nationalized Bank shall be valid for 60 days over and above the period of bid validity as per para 4 above.

(g) The tenderer is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information.

(h) Even while execution of the work, if found that the contractor had produced false/fake certificates of experience he will be black listed and the contract will be terminated.

INSTRUCTIONS TOTENDERERS

A – GENERAL

Name of work: Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGNPDCL from 132KV SS Bhadrachalam

The **Superintending Engineer/OMC Circle/Khammam** invites bids for the above work during the period, for which dates and time specified in the NIT and will be opened by him at his 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.inThe Tenders should be in the prescribed form invited on e-procurement by the **Superintending Engineer/OMC Circle/Khammam** (As specified in NIT) that can be downloaded free of cost from the website www.tender.telangana.gov.in
- 1.2 The dates stipulated in the tender notice are firm and under any circumstances they will not be relaxed unless officially extended.
- 1.3 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.
- 1.4 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.
- 1.5 Transaction fee: The Transaction fee at 0.03% on ECV (Estimate Contract value) of work and GST @18% on transaction fees 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, is 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 online is mandatory for participating in the bidding.

- 1.6 Successful Tenderer shall pay the Corpus fund 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.
2. The successful Tenderer is expected to complete the work within the time period specified in the NIT.

3. **Tenderers / Firms eligible to Tender:**

2.0 The Tenderers / Firms who

- i) Possess the valid registration in the class and category 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:**

A retired officer of the Govt. of TS/AP 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.

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

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.

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.

- i) 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.
- ii) 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.
- iii) 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

1. Sons, step sons, daughters, and step-daughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncles and aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

3.0 Qualification requirements of the Tenderers:

- 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, Registration as Civil Contractor, Partnership deed, Articles of Association, GST registration certificate, Commercial Tax Registration, Latest Income Tax Clearance certificate /latest IT return and PAN number from IT Department.

Note: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 (Statement I);

- 3.2 Tenders from Joint Ventures are not acceptable unless specifically stated otherwise.
- 3.3 Qualification criteria for opening of the price bid: *Deleted*

- 3.4 Even though the tenderers meet the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have Furnished false / fabricated particulars in the forms, statements and /annexures submitted in proof of the qualification requirements and/or not turned up for entering into agreement, when called upon within the time specified in the letter of acceptance

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 participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and A history of criminal record in which the tenderer is involved if any.

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.

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

- 3.5 The competent authority will finalize tenders with an excess of up to 5% of the ECV. Tenders with an excess of above 5% of the estimated contract value shall summarily be rejected.
- 3.6 For tenders up to 10% less than the estimated contract value of work, no additional security deposit is required. But for tenders less by more than 10% of the estimated Contract Value of work, additional security deposit has to be collected for the less percentage below 10% on the estimated contract value, shall be deposited by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract, through a Demand Draft or a Bank Guarantee in the prescribed format from a Nationalized Bank which is valid till the completion of the work in all respects and till the completion of the defects liability period with a claim period of 2 months thereafter.
- 3.7 If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.
- 3.8 A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

4.0 One Tender per Tenderer:

- 4.1 Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause dis-qualification of all the Tenders submitted by the Tenderer.

5.0 Cost of Tendering

- 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.

B. TENDER DOCUMENT

7.0 Contents of Tender document.

7.1 One set of Tender document, comprises of the following:

- 1) Notice Inviting Tenders (NIT)
- 2) Instruction to Tenderers
- 3) Forms of Tender and qualification information
- 4) Conditions of Contract.
- 5) Specifications.
- 6) Forms of Securities. i.e., EMD, Additional Security etc.
- 7) Bill of Quantities and Price bid (as per schedule)

8.0 Clarification on Tender Documents

8.1 A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification, received through post.

9.0 Amendment to Tender Documents

9.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.

9.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in writing to all the prospective tenderers or notified in the News Papers in which NIT was published.

9.3 To give prospective Tenderers reasonable time to take an addendum / amendment into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

10.0 Language of the Tender.

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

11.0 Documents comprising of the Tender.

11.1 The tender comprise the following.

- (a) Bid Documents, drawings and price bid (Schedule). (Available online at www.tender.telangana.gov.in)
- (b) Qualification information and supporting documents (to be uploaded by the tenderer)

12.0 Bid Offer:

12.1 Bill of Quantities called "Schedule" 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. 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 at the space provided therein in Schedule 'A'. The tenderer should quote his lumpsum tender based on the schedule of quantities. He should quote his offer as an overall tender percentage.

- 12.2. The Schedule (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 work out 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.
- 12.3 The bid offer shall be for the whole work and not for individual items / part of the work.
- 12.4 All duties, 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.
- 12.5 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.

13 Validity of Tenders:

- 13.1 Tenders shall remain valid **for a period of not less than 90 days** from the date of opening of Tender specified in NIT.
- 13.2 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.
- 13.3 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 EMD. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

13.4 Earnest Money Deposit:

- 13.5 The Tenderer shall furnish, Earnest Money Deposit equivalent to 2% of ECV along with the tender (As specified in NIT). This EMD shall be in the form of online payment/BG from any Nationalized Bank.

(This EMD of the successful tenderer will be refunded on submission of Security deposit @ 5% of the tender Contract value to be paid at the time of concluding agreement in case of DD and in case if EMD is submitted in the form of BG, fresh BG shall be submitted towards security deposit @5% of tender Contract Value covering the entire period of agreement and guarantee period with a further claim period of 2 months.). Guaranty period is one year reckoned from the actual date of completion of the work.

BGs towards EMD shall be valid for a period of 60 days over and above the tender validity period of 90 days.

- 13.6 Scanned copies of BG is to be scanned and uploaded along with the Bid, and the successful bidder shall invariably furnish the originals must be submitted to the **Superintending Engineer/OMC Circle/Khammam** before entering into agreement either personally or through Registered post /Courier and the receipt of the same within stipulated date shall be the responsibility of the successful bidder. Failure to furnish the original BG on or before above stipulated date and time the successful will be suspended from participating in tenders on e- Procurement platform for a period of three years and blacklisting.

- 13.7 The earnest money 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 Bank Guarantee on Nationalized Bank furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects and to the end of guarantee period.
- 13.8 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
- 13.9 Accompanying the same will be recognized; and, if any such alterations are made the tender will not be considered.
- 13.10 The E.M.D. shall be forfeited
- (a) If the Tenderer withdraws the Tender during the validity period of Tender.
 - (b) In the case of a successful tenderer, if he fails to sign the Agreement for whatever the reason.
 - (c) If fails to furnish the required security deposit.
- 14 In consideration of the **Superintending Engineer/OMC Circle/Khammam** undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited to the Corporation in the event of such tenderer either modifying or with-drawing his tender at his instance within the said validity period of 90 days.

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.

D. SUBMISSION OF TENDERS

15 Submission of Tenders:

- 16.1 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. Failure to furnish any of the uploaded documents, certificates, before the mentioned date and time will entail rejection of the bid and forfeiture of EMD. If any tenderer upload the tender without paying EMD he will be blacklisted. Similarly, if any of the certificates, documents, etc., furnished by the tenderer is/are found to be false / fabricated / bogus, the bidder will be blacklisted and the EMD forfeited.
- 16.2 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.
- 16.3 The following certificates, documents etc., are to be scanned and uploaded on to the 'e'- procurement platform at www.tender.telangana.gov.in
- a) The bidder should have license from electrical inspector of A-Class 132 KV and above voltages from Government along with registration from Electrical Utilities of TGTRANSCO /APTRANSCO/POWERGRID.
 - b) Copy of PAN Card
 - c) Copy of GST Registration certificate
 - d) All the filled schedules/Annexures with Signature and seal with relevant certificates / enclosures required for schedules given in the Tender Specification.
 - e) Works on hand statement must be furnished
 - f) Copy of Turnover document during the last five financial years including current Financial year duly certified by CA.
 - g) EMD Particulars (DD,MSME etc., will be not accepted)

- h) The bidder in his name should have executed similar 132 KV and above voltage Bay works /Augmentation works in any of Zone/ Circle in TGTRANSCO/APTRANSCO/ POWERGRID. The performance report from not below the rank of EE/DE should be submitted.

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

17 Last date / time for Submission of the Tenders.

Tenders must be submitted online not later than the date and time specified in NIT.

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.

18 Late Tenders:

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

19 Modification to the Tender.

Tenderers can modify their Tender percentage online before the last date/time prescribed in NIT.

19.4 No Tender shall be modified after the last date /time of submission of Tenders.

E.TENDER OPENING AND EVALUATION

20 Tender opening:

20.4 The bids will be opened online by the Chief Engineer/Warangal Zone or his assignee at the time and date as specified in the tender documents. All the Statements, Documents, Certificates, Demand Draft/BG etc., uploaded by the Tenders 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.

21 Clarification on the Bid:

21.4 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.

21.5 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.

22 Examination of technical Bids and Determination of Responsiveness:

22.4 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.

22.5 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.

23 Bid Opening:

23.4 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.

23.5 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 Technically Authority on the tenders shall be final.

24 Evaluation and Comparison of Bids

24.4. The Tender Opening authority and/or his assignee will evaluate and compare the price bids of all the qualified Tenderers.

24.5. Negotiations at any level is strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of bids may be accepted by the tender accepting authority.

24.6. 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 turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

25 Process to be Confidential:

25.4 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.

25.5 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.

25.6 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria.

25.7 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.

F. AWARD OF CONTRACT

26 Award Criteria:

26.4 The **Superintending Engineer/OMC Circle/Khammam** 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.

26.5 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.

27 Notification of Award and Signing of Agreement:

27.4 The Tenderer whose Tender has been accepted will be notified of the award of the work by the **Superintending Engineer/OMC Circle/Khammam** prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Corporation (TGTRANSCO) 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").

27.5 When a tender is to be accepted, the concerned tenderer shall attend the office of the **Superintending Engineer/OMC Circle/Khammam** on the date fixed in the Letter of acceptance. Upon intimation being given by the **Superintending Engineer/OMC Circle/Khammam** 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 or unconditional and irrevocable Bank Guarantee obtained from a Nationalized Bank/ with required validity period and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the office of the **Superintending Engineer/OMC Circle/Khammam** on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the Contractor and the **Superintending Engineer/OMC/Khammam** 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 STATE Limited (or 'TGTRANSCO' or 'Corporation').

27.6 The successful tenderer has to sign an agreement within a period of 30 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

28 Corrupt or Fraudulent Practices:

28.4 The TGTRANSCO requires 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 anything 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.

28.5 The decision of **Superintending Engineer/OMC Circle/Khammam** to accept any tender and to reject any or all tenders is final:

28.6 Notwithstanding that contained in clause 28, the **Superintending Engineer/OMC Circle/Khammam** 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.

G. FINANCIAL

30.0 PRICES:

30.1 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 prices shall include all the taxes and duties like GST & any other Taxes wherever applicable. Price variation is applicable only for the cement; reinforcement steel, Structural steel, GI Structures and earth flat items, and for the remaining items the prices are firm.

30.2 PRICE VARIATION (PV) Clause:

30.2.1 PRICE VARIATION CLAUSE for Reinforcement Steel ,structural steel & Cement:

Price Variation is applicable in respect of the items Cement, Reinforcement steel & Structural steel as per the T.O.O.CE(Civil) Ms.No.24 Dt: 25.04.2008, T.O.O (CE-Civil) MS No.84,Dt:12.06.2012 and T.O.O (CE-Civil) MS No.260,Dt:28.11.2012.

- The price adjustment shall be applicable within original contract period or period extended on grounds of the departmental delays and valid reasons and shall not be applicable to the extension granted on account of the contractor's fault.
- Price adjustment shall be applicable for actual components of items of works actually carried out during the period of the bill. The price variation formulae is $PV = (\text{Final Rate} - \text{Basic Rate}) \times \text{Quantity}$.
- The adjustment scheme will be applied in all cases where the variation between the estimated rates and board of Chief Engineers approved rates (increase or decrease) is more than 5% for the month.
- For the time extension due to departmental fault, both +ve and -ve price variations are applicable. For the time extension due to Contractor's fault, only -ve variation is applicable.
- After approval of monthly steel & cement price adjustments by the concerned

agreement concluded authority after scrutiny by SAO/A.O of the zone, the consolidated monthly or bimonthly or quarterly supplemental slip (as supplemental slip to original agreement) has to be submitted to the LOI issuing authority along with all relevant approved price adjustments for authorization for payment.

- The basic rate of reinforcement steel and Cement taken in the estimate are of SEPTEMBER-2025 with Cement rate of Rs.5200/ MT, Reinforcement steel Rs.55000/MT, and structural steel Rs.55000/MT.

PRICE VARIATION CLAUSE for Earth Flats& GI sub-station structure parts:

Price Variation is applicable in respect of the Earth flats as per the T.O.O.CE (Construction-2) Ms.No.242, Dt:08.11.2012.

- The price adjustment shall be applicable within original contract period or period extended on grounds of the departmental delays and valid reasons and shall not be applicable to the extension granted on account of the contractor's fault.
- Price adjustment shall be applicable for actual components of items of works actually carried out during the period of the bill. The price variation formulae is $PV = (\text{Final Rate} - \text{Basic Rate}) \times \text{Quantity}$.
- The adjustment scheme will be applied in all cases where the variation between the estimated rates and board of Chief Engineers approved rates (increase or decrease) is more than 5% for the month.
- In case variation is positive, the department will operate variation in rates only to the extent where it is above 5% over the estimated rates. Thus if the price excess is 10% payment will be made only to the extent of 5% (10%-5%) since the contractor factors into his original bid his risk of absorbing the first 5% increase. The same shall be followed for -ve price variation.
- For the time extension due to departmental fault, both +ve and -ve price variations are applicable. For the time extension due to Contractor's fault, only -ve variation is applicable.
- The basic rates of earth flats taken in the estimate are of JUNE-2025 with MS Flat rate 59,000/- per MT, GI Flat rate Rs.78,607/- per MT
- The final rate of earth flat for the purpose of price variation shall be the rate communicated by the chief Engineer/Transmission for every month as on 1 Month prior to the date of dispatch.
- The basic rates considered in the estimate for GI Substation structures is **Rs.92,666/- per MT** (for the month of JUNE-2025).
- The final rate of Substation Structures for the purpose of price variation shall be, the rate communicated by the Chief Engineer/Construction for every month as on 2 months prior to the date of Dispatch.
- The rate communicated by TGTRANSCO Substation Structures is exclusive of all taxes. Hence, additional taxes and duties as applicable will be given on price variation amount.
- The concerned Executive Engineer/Construction will calculate the price variation.

TS revised standard data Special Condition

Photographs shall be taken by the contractor at all important stages of work like excavation, leveling, foundations, laying of columns, beams, slab etc.,

The photographs should be clear and hard copy or soft copy (2Nos) shall be submitted to the Engineer in charge immediately.

30.3 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 30 days of acceptance, the contract awarded may be cancelled and the next lowest responsive bidder will be called for negotiations.

FORMS OF TENDER QUALIFICATION INFORMATION

Annexure –I

CHECKLIST TO ACOMPANY THE TENDER

Sl. No	Description	Submitted	Page No. (see Note below)
1	2	3	4
1	The bidder should have license from electrical inspector of A-Class 132KV and above voltages issued by the Government along with registration from Electrical Utilities of TG/ AP, POWERGRID	Yes / No	
2	Copy of contractor's registration certificate with the above A Grade License from any Circle/Zone of TGTRANSCO	Yes / No	
3	Copy of Income Tax PAN Card.	Yes / No	
4	Copy of GST Registration certificate.	Yes / No	
5	Copy of Firm Registration & Partnership deed in case of firms.	Yes / No	
6	Copy of Turnover document during the last five financial years including current financial year duly certified by CA.	Yes / No	
7	Transaction fee as prescribed paid online to M/s Vupadhi Techno Services Pvt. Ltd. Hyderabad - 500032.Telangana State.	Yes / No	
8	EMD (2% of ECV) as prescribed in the shape of online payment/BG in favour of Superintending Engineer /OMC Circle/Khammam.	Yes / No	
9	A self-declaration by the tenderer in proof of going through carefully all the tender conditions mentioned in the bid document.	Yes / No	
10	Technical staff details and certificates	Yes / No	
11	All the relevant certificates / enclosures required for schedules I to VIII and their Appendices. & All the Annexures.	Yes / No	
12	Work on hand statement	Yes / No	
13	Turnover document certified by CA.	Yes / No	
14	The bidder in his name should have executed similar 132 KV bay/Augmentation works in TGTRANSCO/ APTRANSCO/ POWERGRID	Yes / No	
15	The Bidder has to submit executed similar 132 KV bay/ Augmentation works experience/performance report of the concerned Executive Engineer/Divisional Engineer.	Yes / No	

The **Superintending Engineer/OMC Circle/Khammam** has right to accept/reject tenders, without any notice/intimation.

Notes:-

- 1.All the statements, copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
- 2.The information shall be filled-in by the Tenderer in the checklist and shall be enclosed to the bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted by the tenderer.

DECLARATION

I / WE have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against me / us, if it is found that the statements, documents, certificates produced by me / us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in TELANGANA STATE or in any State due to any reasons.

Signature of the Tenderer

STATEMENT – I

Availability of Key Personnel:

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

Sl. No.	Name	Designation	Qualification	Total Experience	Working with the Tenderer since
(1)	(2)	(3)	(4)	(5)	(6)

Signature of the Tenderer

STATEMENT – II

Details of works of similar type and magnitude carried out and are under execution by the tenderer:

Name of the Tenderer:

Sl. No.	Name of the work	Date of Award	Value of work	Contract period	Whether completed in time? Date of completion	Principal features
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Signature of the Tenderer

STATEMENT – III

Details regarding Financial Standing of the Tenderer:

(Here the balance sheet for the last financial year, annual turnover, debt equity ratio and other relevant financial parameters and the proof of their credits standing may be furnished)

The following particulars may be filled in:

Sl. No.	Name of the Bank	Actual Balance at the credit of the Contractor	Permissible over draft	Total	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Signature of the Tenderer

CONDITIONS OF CONTRACT
TENDER FORM

[To be submitted along with the Hard copies of work done certificates]

To
The Superintending Engineer,
OMC Circle, TGTRANSCO,
Khammam.

Sir,

I / We hereby tender, if this tender be accepted to undertake to execute the work Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGNPDCL from 132KV SS Bhadrachalam under works in OMC Circle, Khammam.as shown in the drawings and as described in the specifications deposited in the office of the Superintending Engineer/OMC Circle/Khammam with such variations by way of alterations or additions to and omissions from the said works and method of payment as provided for in the conditions of contract for the sum of Rs. /- (Rupees Only) or such other sum as may be arrived at under the clause of the standard preliminary specification relating to Payment on lump sum basis or final measurement at unit prices.

I / We have quoted percentage excess/at par with/less on E.C.V., in Schedule annexed (in words and figures) for which I / We agree to execute the work when the lump sum payment under the terms of agreement is varied by payment on measured quantities.

I/WE have quoted Percentage excess or less on E.C.V., in Schedule both in words & figures.

I / We agree to keep the offer in this tender valid for a period of 90 days from the date of opening of tender and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me / us for any reason whatsoever within the validity period, the Earnest money deposited by me / us will be forfeited to TS Transco.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender, I / We have carefully followed the instructions in the tender notice and have read the APSS and the Preliminary specifications and quantities and of the location wherever they said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished and inspected the quarries so as to enable me / us to thoroughly understand the intention of the same and the requirements covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I / We will not hereafter make any claim or demand upon the TS.TRANSCO based upon or arising out of any alleged misunderstanding or misconception or mistake on my / our part of the said requirements covenants, agreements, stipulations restrictions and conditions.

I / We enclose herewith scanned copy of online payment/BG paid in favour of The **Superintending Engineer/OMC Circle/Khammam** on the Nationalized bank payable at Hyderabad for an amount of Rs. /- (Rupees only) towards Earnest Money which does not bear interest. If my / our tender is not accepted, this sum shall be returned to me / us on my / our application when intimation is sent to me / us of rejection or at the expiration of 90 days or extended period from the date of this tender whichever is earlier.

I / We fully understand that on acceptance of my / our tender, the EMD paid by me / we at the time of tendering shall be retained by the TGTRANSCO as part of security deposit for the due fulfillment of this contract. If upon written intimation to me / us by the **Superintending Engineer/OMC Circle/Khammam** I / We fail to attend the office before the end of the period specified on such intimation the tender will not be considered and if, upon intimation being given to me / us by the **Superintending Engineer/OMC Circle/Khammam** of acceptance of my/our tender and if I / We fail to make the performance security deposit or to enter into the required agreement, then I / We agree to the forfeiture of the Earnest money. Any notice required to be served on me / us hereunder shall be sufficiently served on me / us personally or forwarded to me / us by post (registered or ordinary) or left at my / our address given herein. Such notice shall if sent by post be deemed to have been served on me / us at the time when in due course of post, it would be delivered at the address to which it is sent.

I / We fully understand that the written agreement to be entered into between me / us and the TS. TRANSCO shall be the foundation of the rights of both of the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me / us and then by proper office authorized to enter into contract on behalf of TGTRANSCO.

I / We are / are professionally qualified and my / our qualifications are given below:

Name & Address	Qualification

I / We will employ at my / our own cost at least two Diploma Engineers and two Graduate Engineers on the work on full time basis and see that he is available at work site during working hours and also whenever required by the Engineer-in-Charge to take instructions and for arranging efficient and expeditious execution of work to the satisfaction of the Engineer-in-Charge. In case, I / We fail to employ to above mentioned technical staff, I am / we are agreeable for the recovery towards such default to be made from my / our bills as detailed below.

The TGTRANSCO. Direct that in the case of both Lump sum and K2 contract of Rs.50,000/- and above in value, the contractor irrespective of his clause shall be required to employ the personnel as follows on the concerned works at his own cost whether technical skill is required or not.

Cost of Work	Scale of Technical Staff
From Rs. 50,000/- to Rs. 1.00 lakh	One I.T.I. Candidate
Between Rs. 1.00 lakh & Rs. 5.00 lakh	One Diploma holder
Between Rs. 5.00 lakh & Rs. 15.00 lakh	One Graduate Engineer (or) Two Diploma holders
Between Rs. 15.00 lakh to Rs. 25.00 lakh	One Graduate Engineer and one Diploma holder
Above 25.00 lakh	Two Graduate Engineers and two Diploma holders

The appointment of staff shall be on full time basis and they shall be available at the work site whenever required by the Engineer-in-Charge to take instructions.

In case of failure of the contractor to employ Technical Staff as above the recovery shall be made from his bill at Rs.10,000/- per month.

I / We have accepted the rate of progress (i.e.) the construction Programme for the work as envisaged in this tender specification.

I / We have filled up the percentage excess/at par/less over the ECV given in Schedule as envisaged in the tender specification.

TENDERER

TENDERER'S /CONTRACTOR'S CERTIFICATE

I/WE hereby declare that I/We have perused in detail and examined closely the TELANGANA STATE Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the Transmission Corporation of TELANGANA (TGTRANSCO).

I/WE certify that I/We have inspected the site of the work before quoting my Percentage excess, at par or less on ECV. I/We have also inspected the quarries and network of roads and satisfied myself/ourselves about the quality, adequate availability and transport facilities for stone, metal, bricks, sand, cement and reinforcement steel etc., through the network of available roads and pathways, required for the work and verified the correctness of the leads statement.

I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.

I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions, for less percentage below 10%, in case if my / our offer is less by more than 10%.
I/WE hereby declare that I am/we are accepting to reject my tender in terms of condition, if my /our offer is more than 5% of ECV.

I/WE hereby declare that I/We will not claim any price escalation.

I/WE hereby declare that I am/We are accepting for the defect liability period as 12 months instead of 6 months under clause 28 of APSS.

I/WE declare that I/WE will procure the required construction materials including earth and use for the work after approval of the Engineer-in-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction; I/WE shall ensure smooth and un-interrupted supply of materials.

I/WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.

I/WE declare that I/WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted percentage excess, at par or less on ECV., are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to the APTRANSCO after completion of work.

I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.

I/WE declare that I/WE will execute the work as per the 'Rate of Progress', and if I/WE fail to complete the work as per the above programme, I abide by the condition to recover liquidated damages as per the tender conditions.

I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER

I/WE have not been black listed in any department in TELANGANA due to any reasons.

I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.

I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer:

Phone No.: Fax No.:

TENDERER

CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined. The Engineers-in-charge will provide instructions clarifying queries about the conditions of Contract.

1.2 The documents forming the Contract shall be interpreted in the following order of priority:

- 1) Agreement
- 2) Letter of Acceptance, notice to proceed with the works
- 3) Contractor's Tender (Technical bid)
- 4) Conditions of contract
- 5) Specifications
- 6) Drawings
- 7) Bill of quantities (Price-bid)
- 8) Any other document listed as forming part of the Contract.

2. Engineer-in-Charge's Decisions:

2.1 Except where otherwise specifically stated, the Engineer-in-charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

3.1 The Engineer-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:

4.1 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)

5. Sub-contracting:

5.1 If the prime contractor desires to sub-let a part of the work, he should submit the same at the time of filing tenders itself or during execution, giving the name of the proposed Sub-contractor, along with details of his qualification and experience. The Tender Accepting Authority should verify the experience of the Sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, he may permit the same. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

6. Other Contractors:

6.1.1.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Engineer-in-charge.

7. Personnel:

7.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-charge. The Engineer-in-charge will approve any proposed replacement of Key

Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

7.2 Failure to employ the required technical personnel by the contractor the following amounts will be recovered from the contractor over and above the provision made in part two of schedule from the contractors bills.

7.3 The technical personnel should be on full time and available at site whenever required by Engineer in Charge to take instructions.

7.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.

7.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.

7.6 If the contractor fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost thereof from the contractor.

7.7 If the Engineer-in-charge asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

8. Contractor's Risks:

8.1 Clause 50 of the PS to A.P.D.S.S. will be effective subject to the following modifications. The words "work-executed ", occurring in the 1 of above clause will also include " work under execution " .

8.2 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Contractor.

8.3 The contractor will at all times duly observe the provisions of employment of Children Act, XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any persons to do any work for the purpose or

8.4 Under the provisions of the said Act. The contractor shall agree to indemnify the TGTRANSCO. From and against all claims penalties which may be suffered by the TGTRANSCO. Or any person employed by the Department by reason of any default on the part of the contractor in the observance and performance of the provisions of the Employment of Children Act XXVI, of 1938, or any re-enactment or modification of the same.

8.5 The contractor shall indemnify TGTRANSCO, against all claims which may be made under the Workmen's Compensation Act or any statutory modification thereof or rules there under or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the business relating to this contract. During the currency of the contract, the contractor also shall be liable for and shall indemnify the TGTRANSCO in respect of all damages for injuries, to any person or to any property of the TGTRANSCO occasioned contractors or due to any defective work or materials.

8.5.1.1 The contractor shall indemnify the TGTRANSCO against all actions, suits, claims demands, costs and expenses arising in connection with accidents, damages or injuries suffered during by persons employed by the contractor or by his sub-contractors on the works, whether under general law or under the workmen's compensation Act., 1923 as updated, or any other statutes or law in force dealing with question of the liability of the employers and shall take steps properly to insure against any claims there under.

8.5.1.2 On the occurrence of an accident, which results in death of any such workmen employed by the contractor or which is so serious as to be likely to result in death of any such workmen, the contractor shall within 24 hours of happening of such an accident, intimate in writing to the TGTRANSCO, the fact of the accident. The contractor shall indemnify the TGTRANSCO against all losses or damages resulting directly or indirectly from his failure to give notice under workmen's Compensation Act, or otherwise to confirm to the provisions of the said Act in regard to such accident.

8.5.1.3 In the event of any claim being made, or action brought against the TGTRANSCO and arising out of matter referred to and in respect of which the contractor is liable under this clause, the contractor shall be immediately notified thereof, and he shall with the assistance of the TGTRANSCO if so required, but at the sole expenses, of the contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from.

9. Insurance:

The contractor shall have to provide insurance cover for labour employed by him and any other persons whether connected or not connected with the work against any accidents as required as per workmen compensation Act. The contractor shall produce documents to that effect to the Engineer-in-charge. It may be noted that it is the contractor's responsibility to cover all the emergencies as clarified under various clauses above, and the contractor shall perform and pay all the charges stipulated in such clauses.

In case it is observed the contractor has not carried out any insurance, then the TGTRANSCO may recover like amounts, but not less than Rs.10,000/- as indicted by Insurance authorities, from the contractor's bill and shall carry out the insurance requirements at the risk and cost of the contractor. No reimbursement of any amount of insurance premium will be made to the contractor, since this is a primary responsibility of the contractor and deemed to have been covered under the quoted cost of the contractor.

9.1 In all cases of personal injury to workmen employed by a contractor on this work for which the contractor is liable to pay compensation under the Workmen's Compensation Act, he shall pay the prescribed medical fee to the Medical Officer for issue of 'C' & 'D' forms as prescribed, failing which the said fee will be paid to the Medical Officer by the Department and recovery effected from the contractor's bills.

10. Site Inspections:

10.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc.

10.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.

11. Contractor to Construct the Works:

11.1 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.

12. Power Supply.

12.1 The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity Department for the cost of power consumed by him.

12.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45 (I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

12.3 The power shall be used for bonafide Departmental work only.

13. Ramps:

Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.

14. Monsoon Damages:

Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Department. The responsibility of de-silting and

making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.

15. The works to be Completed by the Intended Completion Date:

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer-in-Charge, and complete the work by the Intended Completion Date.

16. Safety:

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

17. Discoveries:

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

18. Possession of the Site.

18.1 The Department shall give possession of the site to the Contractor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carry out the work at site by the Contractor.

19. Access to the Site:

19.1 The Contractor shall provide the Engineer-in-Charge and any person authorized by the Engineer-in-Charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

20. Instructions:

20.1 The Contractor shall carry out all instructions of the Engineer-in-charge and comply with all the applicable local laws where the Site is located.

21. Settlement of disputes:

21.1 If any dispute of difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Engineer-in-charge who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Engineer-in-Charge the Contractor shall promptly proceed without delay to comply with such notice of decision.

21.2 If the Engineer-in-Charge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-in-Charge, the Contractor may within thirty days after receiving the notice of decision appeal to the Department who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Department shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided.

Such decision of the Department in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Department has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the

Contractor. If the Department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below: -

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 in the case of Indian Nationals tendered for the work.

<u>Value of claim</u>	<u>Panel of arbitrators</u>
i) Disputes involving amounts up to Rs. 10,000/- and below.	Superintending Engineer of the TGTRANSCO., other than the circle to which the disputes relate.
ii) Disputes involving amount from Rs. 10,000/- to Rs. 50,000/-	Any Chief Engineer of the TGTRANSCO.

There shall not be any reference of disputes, the value of which is above Rs. 50,000/- to arbitration. The parties shall approach the competent Civil Courts having jurisdiction, if any such disputes shall arise.

TIME FOR COMPLETION

22. Programme of work :

- 22.1 The total period of completion is (as specified in the NIT) **4 Months** from the date of handing over of each Lot or premises to proceed including rainy season. Keeping in view, the schedule for handing over of site, the work should be programmed such as to achieve the milestones as in "Rate of progress statement" enclosed.
- 22.2 The program of work to be done from time to time is indicated below. However, the Executive Engineer in-charge of the work will decide the priority of various items of work and their location and direct the successful tenderer for execution so as to complete the entire work as required. The date of commencement of this program will be the date on which the site (premises) is handed over to the contractor. The agreement shall be concluded before the site is handed to the contractor and the work is commenced by him.
- 22.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.
- 22.3.1 Rate of progress: Further, it shall also be noted by the tenderer, if on any account, work gets dislocated due to the site being not available for work on any day or due to any other reason it is not binding on the TGTRANSCO to pay any compensation to the contractor but the corresponding extension of time will be granted to the contractor.

NOTE: The periods entered in Column (2) for the purpose of defining the rate of progress may be altered by the Engineer in-charge or appropriate authority authorized by TGTRANSCO to suit the plant requirement of project completion.

- 22.6 If due to any other reasons beyond the control, of the contractor, the progress is slow during any period above, the same shall be made up in subsequent periods and the program shall be complied within minimum possible time. The Executive Engineer in-charge shall direct the sequence and pace of the parts of the work and the contractor shall comply with them. Payment will be effected as per actual work completed and billed for.
- 22.7 PENALTY: 0.5% per week of penalty will be levied on balance works beyond the due date of completion and maximum of 5% of Total agreement value.
No part of the contract shall be sublet without the written permission of the Executive Engineer in-charge nor shall transfer be made by the power of attorney authorizing others to receive payment on the contractor's behalf.
The form of contract will be lump sum.
- 22.10 Scaffolding and Labour will have to be arranged by the contractor at his own cost, whenever they are considered desirable or necessary by the Executive Engineer in-charge of the work to facilitate the work.
Dewatering if necessary has to be done by the contractor to suit the requirement of the work.
- 22.12 The rates to be quoted in the tender are to be on the assumption that the contractor will procure all the machinery and equipment required for the execution of the work.
- 22.13 Necessary arrangements have to be made by the contractor at his own expenses towards hutting, accommodation, drinking water supply, health and sanitary arrangements and other amenities for the workers required as per the relevant rules and to the satisfaction of the public Health authorities and the Executive Engineer in-charge and land required for the purpose will have to be provided by the contractor at his cost.
- 22.14 All pages of the tender schedules, conditions, specifications, drawings etc., shall be signed by the tenderer at the left hand bottom corner and enclosed along with tender.

QUALITY CONTROL

22.3.1.1 **Identifying Defects:**

The Engineer-in-Charge 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-in-Charge may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

2 Tests:

2.0 If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

3. Correction of Defects:

3.0 The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.

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

4. Uncorrected Defects:

4.0 If the contractor has not corrected the defect within the time specified in the Engineer-in-Charge's notice, the Engineer-in-Charge will assess the cost of having the defect corrected and the contractor will pay this amount.

4.1 The Engineer-in-Charge may also introduce checklists, which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control engineers.

5. Quality Control:

5.0 In addition to the normal inspection by the regular staff in charge of the Construction of work, the work will also be inspected by the Executive Engineer /Superintending Engineer Quality control Circle or by the Vigilance Cell Unit and any other authorized external Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Engineer-in-Charge of the execution of the work.

A. Cost Control

6. Bill of Quantities:

6.0 The Bill Quantities shall contain items for the construction work to be done by the Contractor.

7. Changes in the Quantities:

22.3.1.2 The contractor is bound to execute all supplemental items that are found essential, incidental and inevitable during execution of main works, at the rates to be worked out as detailed below:

22.3.1.3 Supplemental items directly deducible from similar items in the original agreement:

(a) The rates shall be derived by adding to or subtracting from the agreement rates of such similar items, the cost of the difference in quantity of material or labour between new item and the similar item in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders were compared plus or minus overall tender percentage.

- (b) New Items:
- (i) Similar items the rates for which cannot be directly deduced from the original agreement.
 - (ii) Purely new item which do not correspond to / any item in the agreement. The rate shall be worked out as per Current SSR enforce plus or minus overall tender percentage.

NOTE: The term estimate rate used in (i) and (ii) above means the rate corresponding to the respective item in the sanctioned estimate whose value is shown in the Schedule while calling for the tenders for the work or if no such rate is available in the estimate, the rate derived with reference to the schedule of rates adopted in the sanctioned estimate.

- 22.3.1.4 In Addition of provision towards importation of labour, labour amenities, dewatering etc., in working out supplemental items. If the new item is in substitution of an old item, which allowed for area allowances, dewatering etc. Those factors may be taken into account in computing the substituted items also at the same rates at which they were originally provided. In respect of the new items the case has to be considered on its merits and provision for area allowances, dewatering etc., has to be fully justified.
- 22.3.1.5 Execution of items of work in excess of quantities in Schedule, bill of quantities of tender: The rates quoted by the tenderer shall hold well irrespective of quantities given in bill of quantities. However, for quantities exceeding 25% over those given in Bill of Quantities, approval of competent authority shall be obtained before executing such quantities against those items.

8. Payment Certificates:

- 8.0 The Contractor shall submit to the Engineer-in-charge monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 8.1 The Engineer-in-charge shall check the Contractor's monthly statement within 14 days.
- 8.2 The value of work executed shall be determined by the Engineer-in-charge.
- 8.3 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 8.4 The Engineer-in-charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

9. Payments:

- 9.1 (i) 90% of the payment will be released against the submission of bills for the portion of the works completed.
- (ii) Out of the balance 10% amounts, 5% payments will be released after completion of all the works & submission of Material Accounts.
- (iii) The final 5% payments will be released after the completion of the Guarantee period 12 Months or on submission of BG for the equivalent value, valid for the Guarantee period, along with 5% Performance Security BG to be furnished as per Cl:6.10 of the manual.
- In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, APSS or Contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the Government or at any time thereafter from the deposits available with the Government. The amount retained will be released after satisfactory completion of work and guaranty period with a claim period of months thereafter.
- 9.2 The successful Bidder to whom the contract is awarded will be required to furnish the Performance security of 5% of the value of the contract for proper execution of the

contract, and valid for a period of 12 months plus 2 months completion over and above the specified completion period. The performance security shall be furnished by way of DD/Bank Guarantee in the prescribed format.

If the bidder fails to furnish the performance security as specified within fifteen days of the award of contract, the contract is liable for cancellation of the contract and forfeiture Bid Security.

10 Interest on Money due to the Contractor:

- 10.1 No omission by the Executive Engineer or the sub-divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrears, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

11 Certificate of Completion of works:

- 11.1 When the whole of the work has been completed and has satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer-in-Charge accompanied by an undertaking to carry out any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Engineer-in-Charge to issue a Certificate of completion in respect of the Works.

The Engineer-in-Charge shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Engineer-in-Charge's opinion, required to be done by the Contractor before the issue of such Certificate. The Engineer-in-Charge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty-one days of completion to the satisfaction of the Engineer-in-Charge of the Works so specified and making good of any defects so notified.

- 22.3.1.6 Similarly, the Contractor may request and the Engineer-in-Charge shall issue a Certificate of Completion in respect of:

- a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and
- b) Any substantial part of the Permanent Works that has been both completed to the satisfaction of the Engineer-in-Charge and occupied or used by the Department.

- 22.3.1.7 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer-in-Charge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

12. Taxes included in the bid:

- 12.2 The percentage quoted by the contractor shall be deemed to be inclusive of the sales Tax and other taxes on all materials that the contractor will have to purchase for performance of this contract. All taxes, duties etc., payable to the Government / Quasi Government bodies, including Goods and Services Tax at the rates as on date of opening of tender are deemed to be included in the quoted price. Statutory variations in the applicable rates or newly taxes / duties will to be TGTRANSCO's account. The contractor shall first pay the same and claim reimbursement from TGTRANSCO to the extent admissible as above. However, the

TGTRANSCO will not be responsible for payments/ excess payments made under misapprehension of law.

GST Tax –18 % of gross value (will be reimbursed to Contractor after producing documentary evidence of tax paid) TDS of GST & Income tax will be made as per the rates applicable from time to time.

LabourCess- 1% on gross value (TGTRANSCO will remit it to the labour department) will be recovered from the each running bill. But, this amount will not be added to the Estimate/ Schedule.

Telangana Green fund – 0.01% on gross value (TGTRANSCO will remit it to the Telangana Haritha Haaram fund) will be recovered from the each running bill. But, this amount will not be added to the Estimate/ Schedule.

Corpus Fund – 0.1% gross value (TGTRANSCO will remit it to the labour department) will be recovered from the each running bill.

seignior age Charges Including SMET -To be collected from the tenderer in the work will be recovered at rates fixed by competent authority from the contractor's bills and the same will be remitted to Mines & Minerals Department.

DMFT FUND @30% on seignior age Fee.as per T.O.O 2312 Dt:22.04.2025 (TGTRANSCO will remit to Government of Telangana over and above seignior age Fee &SMET fund).

Permit Fee-0.8 times the Seignior age fee for the minor minerals such as Building stone, Rough Stone/Boulders, Manufactured sand, Gravel, Earth, Bricks. (TGTRANSCO will remit to Government of Telangana over and above seignior age Fee & SMET fund).

The rates of individual items which are payable to contractor are not inclusive of above said GST tax, LabourCess. However for these, taxes are shown as separate items in the schedule.

13. Tolls &Seignior age:

13.1 The contractor shall, unless otherwise specially stated in the tender notice and subsequently on this basis in the contract be responsible for the payment wherever payable of all import duties, tolls control duties, seignior age, quarry fees etc., on all materials and articles that he may use. Seignior age and local cess charges payable on the materials used by the tenderer in the work will be recovered at rates fixed by competent authority from the contractor's bills and the same will be remitted to Mines & Minerals Department.

NOTE: THE SEIGNORAGE CHARGES, SMET, DFMT &PERMIT FEE WILL BE DEDUCTED FROM THE CONTRACTOR'S BILL AS PER ACTUALS.

14. Recoveries:

Recoveries due from contractor shall be made from bills approved for payment every month or at other periods, when the bills are prepared for the various items in the following order of priorities and extents.

(i) Penalty in full, if levied :expenditure, if any, incurred by the TGTRANSCO., on the contractor's behalf on labour or materials in full :

(ii) Hire charges for machinery, if any:

(iii) Other recoveries :

(iv) Recovery of advance and secured payments or payments for Preliminary Works in full or installment due if the same may have been allowed.

(vi)Charges on account of supplies of materials actually supplied by the TGTRANSCO. Used upon various items of works billed for.

(vii)Outstanding recoveries, if any, shall be made from the succeeding bills with the provision that that outstanding payment for any item shall for purpose of recovery, be added to the same item for recovery in the aforesaid succeeding bills.

15. Cost of Repairs:

Loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**SUPPLEMENTAL CONDITIONS TO THE PRELIMINARY SPECIFICATIONS TO
THE A.P.D.S.S.**

The following conditions shall also be followed in addition to those mentioned in P.S. to the A.P.D.S.S.

22.3.1.8 DATA AND DRAWINGS TO BE FURNISHED BY THE CONTRACTOR :

The contractor shall furnish the following information to the Executive Engineer for approval within the time stipulated against each item from the date of handing over of site to the contractor for starting the work.

- i) Layout plan of construction plant and equipment for the execution of the work which the contractor proposes to adopt at site within 2 weeks from the date of receipt of Letter of Intent by the Contractor.
- ii) (a)Prior to the commencement of the work, the contractor shall submit to the competent authority, for approval, drawing or prints in triplicate showing the location of stores, buildings, staff housing facilities if any, roadways, unloading facilities and storage yards etc., which he proposes to put up at the site.
- (b) Any changes in the approved layout will be subject to further approval.
- (c) Detailed schedule for each working season, showing the program proposed to be achieved month by month for each major item and get the same approved. The Executive Engineer is further empowered to ask for more detailed schedule or schedules, say week by week for any such item or items and the contractor shall supply the same as and when called for, without any reservation whatsoever.
- (d) The contractor shall furnish every month or at any intervals as may be desired the progress schedules in the form of progress charts, statements and reports as may be approved by the Executive Engineer.
- (e) The contractor shall maintain proper charts and details regarding machinery, equipment, labour personnel and other matters as may be specified by the Executive Engineer. He shall further submit returns in the proforma and details as may be specified by the Executive Engineer from time to time.

4. SAMPLES OR DESCRIPTIVE DATA :

22.3.2 Samples or descriptive data of materials requiring approval shall be submitted by the contractor to the Executive Engineer sufficiently in advance before the use of such materials

to permit inspection and testing. The samples shall be properly marked to show the name of the materials, manufacture, and place of origin and place where to be used etc.

22.3.2.1 Failure of any sample to pass specified tests will be sufficient cause for refusal to consider any further samples from the same source.

5. **FUNCTIONING OF THE CONTRACT:**

The contractor shall carry out all directions and orders issued by the Executive Engineer connected with the work and shall communicate with him regarding all matters pertaining to the contract.

6. **CONTRACT INCLUDES ALL NECESSARY OPERATIONS:**

The contractor is to include the whole of works whether permanent or temporary which are described in or implied by the contract documents which may be inferred to be obviously necessary for the efficiency, stability and completion of the permanent works, also the performance of all other operations and the supplying of all materials and things described in or implied by the contract documents which may be deemed desirable or required for the completion in all respects of the above works to the entire satisfaction of the Executive Engineer and all such matters shall be deemed as included in the contract. Work shown upon the drawings and not mentioned in the specification or described in the specifications without being shown in the drawings shall nevertheless be held to be included in this contract, in the manner as if they had been expressly shown upon the drawings and described in the specifications also.

7. **CONTRACTOR TO RESTORE PLANT:**

Upon completion of the contract, the contractor shall deliver to the Executive Engineer in-charge all plant which may have been lent or hired, to him and make good all damages which may have occurred to them except such as shall be certified by the Executive Engineer in-charge to be caused by fair wear and tear in the execution of works.

8. **OTHER CONTRACTS FOR THE WORK:**

Should the TGTRANSCO., enter into other contracts for specified items of the corporate work each contractor shall co-operate with others to the fullest extent and shall allow each other every facility and co-ordination for execution of their works simultaneously and satisfactorily as intended in the designs, specifications and drawings. Should there be dispute or disagreement between the contractors for any cause whatsoever the same shall be referred to the Executive Engineer whose decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors to the others shall be final and binding on all parties and such a decision or decisions shall not vitiate any contract nor absolve to the contractor of his responsibilities under the contract.

9. **(A) DEPARTMENTAL SUPPLY OF MATERIALS:**

The contractor shall submit his requirements of materials well in advance and his indents must be commensurate with actual needs. The TGTRANSCO will be responsible for the supply of only such materials and only to such an extent according to availability and such rates as may be specified. Delay in the supply of such stores, due to any reasons whatsoever shall not entitle the contractor to claim any compensation, but the Executive Engineer-in-charge will, on the written application of the contractor, give such extension of time, as he deems reasonable. Any other materials or stores, required for bonafide use on works, available with the Department, may be issued by the Executive Engineer in-charge at the book rate or market rate on the date of issue whichever is higher. This specifically covers the issues of HSD Oil, Petrol and other lubricants, AC sheet and other materials to the extent department may be able to spare. In case, materials issued to contractor

departmentally are left over unused due to short use or excess or any other cause, the materials will be taken back if returned in good condition at the rates at which they were supplied by the TGTRANSCO. If the materials are not returned or not in the opinion of the Executive Engineer-in-charge of the work in a fit condition for use, they will be treated as sold to the contractor, and will be dealt with as provided for in clause 14 of detailed tender notice of this specification.

22.3.2.2 MATERIALS TO BE FURNISHED BY THE CONTRACTOR :

The contractor will be required to procure all the materials necessary for completion of the work. The contractor will be required to handle all these materials. It will be the contractor responsibility to satisfy himself that sufficient quantities of construction materials required for the works shall exist in the borrow areas or quarry sites. The department does not accept any responsibility either in handing over the quarries or procuring the materials of any other facilities. The tenderer will not be entitled for any extra rate or claim for the misjudgment on his part for quantity and quality of materials available in the quarries.

(B) DEPARTMENTAL SUPPLY OF MACHINERY ON HIRE:

Subject to the availability, TGTRANSCO may supply machinery, tools and plants on hire basis to the tenderer for use in the execution of works. The hire charges fixed as per the rules in force from time to time in the Board are binding on the tenderer. The acceptance of machinery, if any available with TGTRANSCO on hire basis, is optional to the tenderer.

22.3.2.3 CONTRACTOR TO KEEP INVENTORY OF PLANT ETC :

The contractor shall prepare and maintain an inventory of all materials taken from stores, plant purchased or hired for use of employment or for any of the purposes of this contract and such inventory or a copy thereof shall, all times, be available for inspection by the Executive Engineer.

22.3.2.4 PROTECTION OF WORKS:

The contractor shall during the progress of work properly cover up and protect the work and plant and materials placed at his disposal or acquired for him by the TGTRANSCO, from injury by exposure to the weather and shall take every responsible, proper and timely precautions against accident or injury to the same from any cause and shall be and remain answerable and deemed liable for all accidents or injuries thereto until the same be or deemed to be taken over by the TGTRANSCO. Such damages or injuries, which may arise or be occasioned by the acts, omissions of the contractor or his workmen or sub-contractor and all losses and damages to the works or such plant and materials arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of contractor and to the satisfaction of the Executive Engineer.

If the Executive Engineer considers that the material or plant advanced by the TS.TRANSCO is not sufficiently protected by the contractor, he shall be entitled to arrange for such protection at his discretion and recover the cost thereof from the contractor.

22.3.2.5 MATERIALS, TOOLS AND PLANT BROUGHT ON TO THE SITE OF WORK :

All the materials, tools and plant of the contractor brought to and delivered upon the site for purpose of the work shall from the time of their being so brought, be deemed to be in the possession of TGTRANSCO., to be used for that purpose only and shall not, on any account, be removed or taken away by the contractor or any other person without the express permission in writing of the Executive Engineer but the contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage thereto.

13. **PERSONNEL OF THE CONTRACTOR:**

- (a) The contractor shall, at all times, maintain on the work, staff of qualified Engineers and supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in these specifications and they shall be present at the work spot during working hours and at the time of inspection by the departmental officers. All orders and directions given to such supervision or other staff of contractor shall be deemed to have been given to the contractor. Further, the Executive Engineer may be due notice, desire a higher ranking member of the supervisory staff of the contractor to be present and the contractor shall comply with such requisitions. The contractor shall also maintain at the work, Works Manager of sufficient status and experience and duly authorize him to deal with aspects of the day to day work. All communications to commitment by this Works Manager shall be considered binding on the contractor.
- (b) The contractor shall supply to the Executive Engineer details of the name, qualifications and experience regard to all supervisory staff employed by the contractor and notify change when made and satisfy the Executive Engineer regarding the quality and sufficiency of the staff thus employed.
- I The Executive Engineer will have the unquestionable right to ask for change in the quality and number of the contractor's supervisory staff and to order removal from the work and any connection therewith of any of such staff. The contractor shall comply with such orders and effect replacement to the satisfaction of the Executive Engineer.
- (e) The contractor shall not, without written authorization permit entry on site of work of any person accept authorized agents of the TGTRANSCO or the contractor's staff and labour directly engaged on, in connection with the work.

14. **USE OF SITE:**

- (a) The contractor will be permitted to use the site without any charge and all lands required for the permanent occupation of the works. He will also be allowed during the period of his contract the use of any other lands in the vicinity of the works as and when the Executive Engineer may consider such use to be necessary for the bonafide purpose of the works subject to availability. The contractor shall not commence any operation on such lands except with prior approval of the Executive Engineer.

22.3.2.6 All areas of operation including those for his staff and labour colonies handed over to the contractor shall be cleared and handed back in good condition to the Executive Engineer except areas under works constructed as per this contract or those for which specific approval has been obtained from the Executive Engineer. The contractor shall make good to the satisfaction of the Executive Engineer any damage or alterations made to areas, which he has to hand over back, or to other property or land handed over to him for purposes of this work.

22.3.2.7 Temporary structures may be erected by the contractor for storage sheds, offices etc., for non-commercial use on the land handed over to him at his own expense and with the permission of the Executive Engineer as regards thereto. At the conclusion of the work, the structures should be dismantled and the site cleared and handed over to the department.

22.3.2.8 For use of contractor and his employees the contractor shall have to provide accommodation, water supply, drainage and other facilities for himself and his employees at his own cost. The department will, as far as practicable, make available suitable land in the vicinity of the site for such purpose, as herein above mentioned. In matters of layouts, spacing, water supply, drainage, medical facilities etc., to be provided by the contractor, the contractor shall be bound to carry out the instructions of the Executive Engineer in-charge of the work, or the Health Officer as may be issued from time to time.

The contractor shall be responsible for maintaining good order in his camp and on his work and to that and shall employ several officers and watchmen or other persons as required.

Unauthorized or undesirable persons shall be excluded from the camp and the work. If, in the opinion of the Executive Engineer in-charge of the work, any employee or agent of the contractor misbehaves or causes destruction in the execution of project work or otherwise makes himself undesirable the contractor shall on receipt of the instructions to do so, remove him from the premises forthwith.

22.3.2.9 The contractor shall provide at his own cost all temporary structures, Cement godowns, workshops, shelters etc., as may be necessary and maintain them in good and safe condition.

22.3.2.10 The contractor shall preserve all existing vegetation such as trees on or adjacent to the site which does not interfere with the construction as determined by the Executive Engineer. The contractor shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation and trees not to be felled and to structures under construction or to workmen and shall be responsible for any damage if it occurs in such operation.

All produce from the cutting of trees etc., shall be the property of the TGTRANSCO / Government and shall be made for such cutting and stacking of trees etc., by the contractor.

22.3.2.11 The contractor shall not unnecessarily or for use as fuel, cut any trees, brush wood, grass or other vegetation or shall set fire there to without the written permission of the Executive Engineer. When such permission has been given, the contractor shall take necessary measures to prevent damage and preventing of fire spreading to surrounding property and shall be responsible for any such damage if caused.

22.3.2.12 Any standing trees or other materials which the contractor may have to remove to clear the lands shall be removed as directed by the Executive Engineer and handed over to the Executive Engineer in neat sizeable stacks at the boundaries of the areas or as may be directed by the Executive Engineer in-charge.

22.3.2.13 The lands shall be herein before mentioned be handed over to the Executive Engineer after the completion of the work under this contract. Also no land shall be held by the contractor longer than the Executive Engineer shall deem necessary and vacate and return the land which the Executive Engineer may certify as no longer required by the contractor, for purpose of the work.

15. **ACCURACY OF LINES, LEVELS & GRADES:**

a) The levels shown in the drawings are based on the standard Bench Marks established near the work spot. All levels, drawings, survey reference marks shall be based on the standard B.M. unless otherwise directed by the Executive Engineer.

22.3.2.14 The contractor shall provide at his expense all templates, pillars, stakes, equipment, materials and labour for establishing the grid line and pillars and shall be responsible for their maintenance during the whole period of construction. These shall be laid out with the prior approval of and check by the Executive Engineer. No base line or branch reference marks shall be used as reference lines, mark or level for the work without the prior approval of the Executive Engineer. The contractor shall maintain a certified copy of such approved bench mark and levels and shall not remove any of the approved B, Ms. Without the prior approval of the Executive Engineer.

22.3.2.15 The contractor shall layout the work from those reference lines and shall be responsible for the correctness of all measurements and levels in connection there with not standing the fact, that the same might have been checked by the departmental staff. In case of any deviation or discrepancy during execution or line or level as set out by the departmental officers' in-charge, contractor shall make good the discrepancy at his own cost and without any extra compensation for the additional work involved. The Executive Engineer shall further have the unquestioned right if need be, to rectify the discrepancies and recover the costs from the contractor as he may consider reasonable.

16. **SAFETY MEASURES:**

The contractor shall take all necessary precautions for the safety of workers and in preserving their health while working in such jobs as require special protection and preventive steps. The following are some of the measures listed but the same are not exhaustive and the contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with the directions issued by the Executive Engineer in this behalf from time to time and at all times.

22.3.2.16 Providing protective foot wear to workers in site in situations like mixing and placing of mortar or concrete in places where the work is done under too much wet conditions. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working

17. **PATENT RIGHT:**

In the event of any claim or demand being made or action being brought against the TGTRANSCO. For infringement of letter of patent, registration for infringement or design or trade mark in respect of any machine, plant, work materials or things or method of using or working by the TGTRANSCO., of such machine, plant, work materials or things belonging to the contractor shall indemnify the TGTRANSCO., against all costs and expenses arising from or incurred by reason of any such claim provided that the TGTRANSCO., shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the TGTRANSCO., if required but at the contractor's expense to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such machine, plant, works materials or things shall be used by the TGTRANSCO., for any purpose or any manner other than that for which they have been supplied by the contractor and specified under this contract.

18. **FUEL STORAGE TANKS:**

The storage of gasoline (Petrol and other fuel oil or other inflammable materials) shall conform to the regulations for such storage issued by the State and Central Government. Fuel storage tanks above ground of a capacity in excess of 1360 liters shall not be located within the camp area nor within 900 meters of any building or habitation.

19. **PROGRESS SCHEDULE:**

The contractor shall furnish within two weeks of the order to start the works, a progress schedule in quadruplicate including the date of start, the monthly progress expected to be achieved and the anticipated completion, date of each major item of work to be done by him, also indicating the date of procurement and setting of materials, plant and machinery. The schedules should be such as is practicable of achievement towards completion of the whole work in the time limit and in keeping with the rate of progress specified in the tender notice and shall have the approval of the Executive Engineer. Further, dates for the

progress schedule shall be kept up to date. In case, it is found subsequently necessary to alter this schedule, the contractor shall submit in good time a revised schedule incorporating the necessary modifications proposed and get the same approved by the Executive Engineer. No revised schedule shall be operative without such acceptance in writing.

The Executive Engineer shall have at all time the right without any way vitiating this contract or forming grounds for any claim, to alter the order of the works or any part thereof and the contractor shall after receiving such directions, proceed in the order directed. The contractor shall also revise the progress schedule accordingly and submit four copies of the revised schedule to the Executive Engineer within 7 days of the Executive Engineer's direction to alter the order of work.

The contractor shall furnish sufficient plant equipment and labour and shall work such hours and shifts as may be necessary, to maintain the progress on the work as per the approved progress schedule. The working shift hours shall comply with all TGTRANSCO, regulations in force.

20. **SPEED OF WORKS:**

The contractor shall, at all times maintain the speed of works to conform to the latest operative progress schedule, but the Executive Engineer may, at any time in writing, direct the contractor to slow down any part of the work for any reason (which shall not be questioned) whatsoever and the contractor shall comply with such orders of the Executive Engineer. The compliance of such order shall not entitle the contractor to any claim or compensation. Such order of the Executive Engineer for slowing down the work wills, however, is duly taken into account while granting extension of time that may be requested by the contractor.

21. **EXTRA ITEMS:**

The contractor shall, before the 15th day, of each month submit in writing to the Executive Engineer a statement of extra items, if any that he may have executed during the preceding month **FAILING WHICH THE CONTRACTOR SHALL NOT BE ENTITLED TO CLAIM ANY PAYMENT.**

22.3.2.17 **CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL**

All documents, correspondence, decisions and other items concerning with the contract shall be considered as of confidential and restricted mater by the contractor and he shall not divulge or allow access thereto, to any unauthorized person.

22.3.2.18 **BREACH ON THE PART OF TGTRANSCO NOT TO ANNUL CONTRACT :**

No breach or non-observance on the part of the TGTRANSCO., of any of the agreement contained herein shall annul this contract or discharge the contractor from the observance and performance thereof or any part thereof but on application from the contractor and in the unfettered discretion of the Executive Engineer, an extension of time may be given to the contractor in respect of such breach or non-observance by the TGTRANSCO.

22.3.2.19 **COMPENSATION AND PENALTY :**

All such recoveries from the contractor by way of penalty under any of the conditions of this contract shall be considered as reasonable compensation for the use of the TGTRANSCO without reference to the actual loss or damage sustained and whether any damage that has to be sustained.

25. **JURISDICTION:**

For the purpose of this agreement, all the transactions shall be deemed to have taken place within the State of TELANGANA STATE and the courts in TELANGANA STATE shall have jurisdiction over the matters arising under or/out of this agreement.

26. **LABOUR CONDITIONS:**

- (a) The contractor shall comply with the labour rules and regulations as may be specified from time to time.
- (b) The contractor shall, as far as possible, obtain his requirements of all workers through the nearest employment exchange. No person below the age of 15 years shall be employed as laborer.
- (c) The contractor shall pay fair and reasonable wages (whether or not such wages are controlled by any laws existing at the time) to the tandoors employed by him for the work. In the event of any dispute arising between the contractor and his workers on the grounds that the wages paid are not fair or reasonable, the dispute shall, in the absence of legal or other relief to the workers, be referred to the Executive Engineer who shall decide the same. The decisions of the Executive Engineer shall be conclusive and binding on the contractor but such decision or any other decision in this behalf that the contractor's workman may obtain by recourse to law or other legal means available to them shall not in any way affect the conditions in the contract, regarding payments to be made by the TGTRANSCO.
- (d) While employing skilled or unskilled laborers, the contractor shall give first preference to the persons certified to him by the Executive Engineer or his duly authorized representatives as persons who are adversely affected by the other projects,
- (e) The contractor shall provide reasonable facilities to the satisfaction of the Executive Engineer for the labour employed by him where no such natural facilities exist. The usual facilities are weather proof shelters for rests and meals, supply of wholesome drinking water facilities for women workers, suitable residential accommodation, recreational and cultural activities general sanitation and health measures etc.
- (f) The implementation of any provisions of this clause shall in no way entitle the contractor to claim any compensation over and above the rates provided in the contract.

27. **CONSTRUCTION OF THE CONTRACT:**

The contract shall in all respects be constructed and operated as contract as defined in the Indian Contract Act, 1872 and all payments to be made there under shall be made in ` Rupees ` unless otherwise specified.

28. **DELAYS IN COMMENCEMENT OR PROGRESS OR NEGLECT OF WORK, FORFEITURE OF EARNEST MONEY, SECURITY DEPOSIT AND WITHHELD AMOUNTS:**

If, at any time, the Engineer-in-Charge is of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions, if the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement "Rate of progress" in the Articles of Agreement", he shall so advise the Contractor in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Engineer-in-Charge to take suitable action in accordance with Clause.60 of APSS. Not with standing that contained in clause 28, the **Superintending Engineer/OMC Circle/Khammam** reserves the right to accept or reject any tender/blacklisted 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.

29. **SUSPENSION OF WORKS BY THE CONTRACTOR:**

If the Contractor shall suspend the works, or sublet the work without sanction of the Engineer-in-Charge, or in the opinion of the Engineer-in-Charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in clause.27 of the APSS Engineer-in-Charge shall take action in accordance with Clause 61 of APSS.

If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Engineer-in-Charge the Contract will be terminated under Clause 61 of APSS.

If the Contractor has delayed the completion of works the Contract will be terminated under lause.61 of APSS.

30. **COVERING OF WORK:**

The contractor shall give not less than five days' notice in writing to the Executive Engineer of the work which is proposed to be covered up or placed beyond the reach of measurement so that the measurements may be taken before the work is covered up or placed beyond the reach or measurement and shall not cover up or place beyond the reach of measurement any work without the written consent of the Executive Engineer. If any work is covered up or placed beyond reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for materials with which the same was executed.

31. **MATERIALS TO BE FURNISHED BY THE CONTRACTOR:**

The contractor will be required to procure all the materials necessary for completion of the work, except the materials indicated in Schedule – C. The contractor will be required to handle all these materials. The cost of the materials should include the cost of handling and hauling, etc.

32. **ASSISTANCE IN PROCUREMENT OF PRIORITIES PERMITS, LICENCES OR OTHER FACILITIES ETC.**

The Superintending Engineer/Civil/ in-charge of work, on request by the contractor, will if in his opinion the request is reasonable and is in the interest of the work and its progress, assist the contractor in procurement of necessary licenses for obtaining necessary plant, machinery or materials not available locally. The Department will also assist the contractor in securing priorities for deliveries, transport etc., where such are needed. The TGTRANSCO will not however be responsible for the non-availability of any of the above facilities or delay in this behalf and for claims either in cost or time on account of such failures or delays and the contractor is not entitled for any claim against TGTRANSCO.

33. **DRAWINGS:**

The drawings enclosed to the specifications are representative and are only indicative of the nature of work included in this contract. The actual detailed construction drawings shall be submitted by the successful tenderer after the work is awarded.

All the drawings required for the execution of the entire work included in this contract shall be made available on award of work based on final approval of design by the Competent Authority. The Contractor shall give program indicating therein any particular or special sequence in which he would like to carry out the work under this contract. However, the decision of the Engineer in-charge on such program and sequence of construction shall be final and binding on the contractor. In case, work is delayed due to delays in the issue of construction drawings, the contractor shall be given suitable extension of time as may be decided by the Engineer in-charge. However, the contractor shall not be entitled to any type of claim whatsoever on this account.

34. **SUPERVISION, SKILLED & UN SKILLED LABOUR:**
The contractor shall provide supervising engineers, sufficiently technically qualified and experienced. The Chief Supervising Engineer of the contractor or his agent shall have full powers as the representative of the contractor to enter into negotiations at site in regard to the execution of the contract.
35. **SUB-CONTRACTORS AND SUB-ORDERS:**
The names of percent of firms to whom the contractor proposes to sublet portion of this contract must be submitted to the Executive Engineer for approval.
Triplicate copies of contractor's orders subletting the work to sub-contractors are to be submitted for approval by the Executive Engineer.
36. **RELEASE OF WITH-HELD AMOUNT:**
The clause 69 of P.S. to A.P.D.S.S. is deleted. The following has to be read in its place.
"Whenever the withheld amount reaches Rs.1,000/- or a multiple thereof, the Contractor may at his option to deposit with the Executive Engineer as equal amount in sum of Rs. 1,000/- or multiples for the purpose by A.P. Public Works Accounts Code or and subject to the provisions there in contained or a Bank Guarantee of a Nationalized bank in which has the equivalent withheld amount shall be paid to him ". The contractor will be permitted to exercise the option in this clause, subject to the condition that the rate of progress contained in the Articles of Agreement is properly maintained.
37. In case of contradiction between the clauses included in this specification and the clauses of P.S. to A.P.D.S.S. the former will prevail over the latter and is binding on tenderer.

SITE CONDITIONS

22.3.2.20 LOCATION & GENERAL DESCRIPTION :

22.3.2.21 The Site: Not applicable

2. SITE CONDITIONS:

The tenderer's special attention is drawn to the aspect of the restricted site conditions. The tenderer has to plan and execute various storage and working areas and work in such a way that then in least disturbance to the working of the offices. Any damages to the structures, vehicles or personnel shall be made good at tenderers expense. The tenderer will be required to adjust the working hours who suitably, as required and as directed by the Engineer-in-charge. Before submitting the tender, the tenderer shall familiarize him with the site conditions and quote accordingly. No claim towards any restriction on storage space, movements, working hours or methods shall be entertained for any reason whatsoever.

3. APPROACH ROADS:

The tenderer should before quoting his rates inspect the approaches available. The contractor shall, it his own cost construct and maintain any additional approach roads or access roads on the site and also to quarries as he may deem necessary and as approved by the Executive Engineer in-charge and shall allow the free use of the same by the TGTRANSCO.

4. WATER SUPPLY:

Water for construction purpose will be supplied at one point, if available. Otherwise, the contractor will have to make his own arrangements at his own cost for arranging supply of

water for works and treated potable water to his employees. He shall have to take all measures required for the purification of water in accordance with the general rules and regulations of the Public Health Department. The contractor has to get the construction water from time to time tested as per the direction of Engineer at site for suitability to use and ensure that it meets the standards. Suitable arrangement shall be made by the contractor for drainage of rain and other water around his colony and work spots to the satisfaction of the Executive Engineer in-charge and Public Health Department.

22.3.2.22 POWER FOR CONSTRUCTION :

The supply of Electrical energy will be made available for construction purposes from one fixed point near work site on chargeable basis as per the existing tariff. The contractor shall at his own cost make arrangements for further distribution to his various work sites. In this regard, he shall comply with all the rules applicable to Electricity installation.

The contractor should prevent misuse or wastage of the electrical energy at all times. The supply of electric energy to the contractor's camps and quarters shall be charged at the TGTRANSCO's tariff rates. The TGTRANSCO does not undertake to meet the full demand of the contractor nor guarantee an uninterrupted supply. The contractor shall make his own arrangements to carry out the work during such shut off or interruption of power. No claims will be entertained on account of damage or loss that may be caused as a result of such failures or interruptions.

22.3.2.23 CLEARING UP THE SITE :

During construction, the contractor shall keep the work site and storage areas used by him free from accumulations of waste materials or rubbish and before completing the works the contractor shall, at his own cost remove or dispose of in a manner satisfactory to the Executive Engineer in-charge, all temporary structures, waste and debris, shall fill all holes in the ground and restore the lands to their original state (as far as practicable) and leave the entire premises in a neat and tidy condition of cleanliness as the Executive Engineer may direct.

22.3.2.24 UTILITIES AND AMENITIES:

The utilities and amenities mentioned herein above shall be available on the terms and conditions specified or as may be in force from time to time subject to availability. The TGTRANSCO. Will attempt to maintain those services uninterrupted but no claim or compensation shall be made against TGTRANSCO for any break downs, interruptions, stoppage, reductions, accident etc.

8. DUMP AREAS:

Materials obtained for the work shall be dumped in the areas as indicated by the Executive Engineer from time to time. The contractor shall form and maintain access roads at his own expense and drainage and diversion of nallahs as necessary. The use of the land under the dump areas and the access roads shall be free of charge.

22.3.2.25 OTHER CONTRACTORS :

In the matter of dumps, access, roads, drainage, diversion and the like the contractor shall take into consideration the needs and requirements of the other contractors if any working in the vicinity. Further, the contractor shall not take or cause disruption, discontent or disturbance to the work, labour or arrangements etc., of other contractors in the neighboring and the protect localities. Any action by the contractor which the Executive Engineer in his un-questioned discretion may consider as infringement of the above code would be considered as a breach of the contract and the action taken shall be considered as final and binding on the contractor.

RULES FOR PROVISION OF HEALTH & SANITARY ARRANGEMENTS TO WORKERS

Rules for the provision of health and sanitary arrangements for workers shall be applicable to all cases of workers. The contractor a special attention is invited to clauses 37, 38, 39 and 51 of PS to the A.P.D.S.S. and he is requested to provide at his own expense the following amenities to the satisfaction of the Executive Engineer in-charge.

22.3.2.26 FIRST AID:

At the work site, there shall be maintained in readily accessible place first aid appliances and medicine including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during the working hours.

2. DRINKING WATER:

- a) Water of good quality fit for drinking purposes shall be provided for the workers on a scale of not less than 15 liters per head per day.
- b) Where drinking water is obtained from an intermittent public water supply, each work shall be provided with storage tank where such drinking water shall be stored.
- c) Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of any latrine, drain or other source of pollution, it shall be properly chlorinated before water is drawn from it, for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
- d) A reliable pump shall be fitted to each well, the trap door shall be kept locked and opened only for inspection or cleaning which shall be done at least once a month.

3. WASHING & BATHING PLACES:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept clean and well drained. Bathing or washing should not be allowed in or near any drinking water well.

4. LATRINES & URINALS:

There shall be provided within the precincts of every work site latrines and urinals in an accessible place and the accommodation separately for each of them shall be on the following scale or on the scale so directed by the Executive Engineer, in any particular case.

	<u>Sets</u>
(i) Where the number of persons employed does not exceed 50 :	2
(ii) Where the number of persons employed exceed 50 but does not exceed 100	3
(iii) For every additional 100	3

If women are employed separate latrines and urinals screened with from those for man, shall be provided on the same scale. Except in work sites provided with water flushed latrines connected with water borne sewage system, all latrines shall be provided with receptacles and dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside, at least once a year. The excreta from the latrines shall be disposed of at the contractor's expense, in our way pits approved by the local Public Health Authority. The contractor shall also employ adequate number of scavengers and conservancy staff to keep the latrines and urinals in a clean condition.

22.3.2.27 **SHELTERS DURING REST :**

At the work site there shall be provided free of cost, two suitable sheds, one for meals and the other for rest, for the use of workers.

22.3.2.28 **CRECHES:**

At every work site at which 80 or more women workers are ordinarily employed, there shall be provided two huts of suitable size for the use of children, under the age of 3 years belonging to such women. One hut shall be used for infants' games and play and the other as their bed room. The huts shall be constructed on a standard not lower than the following:

Thatched roofs

Mud floors and walls

Planks spread over the mud floor and covered with matting.

The use of the huts shall be restricted to children, their attendants and mothers of the children.

22.3.2.29 **CANTEENS:**

A cooked food canteen on a moderate scale shall be provided for the benefit of workers if it is considered expedient.

8. **SHEDS FOR WORKERS:**

The contractor shall provide at his own expense sheds for housing the workers. The sheds shall be on a standard not less than cheap shelter type to line in which the workers in the locality i.e., accustomed. A floor area of about 2 M x 1.5 M for two persons shall be provided. The sheds are to be in rows with 1.5 M clear space between the roofs if conditions permit. The workers, camp shall be laid in units of 400 persons, each unit to have a clear space of 12 M on each side.

10. The contractor shall promptly remove from the premises all materials/work condemned by the Executive Engineer/Civil or his authorized representative, as failing to conform to the contract, whether incorporated in the work or not, and the contractor shall promptly replace and re-execute such work in accordance with the contract and without expense to the TGTRANSCO. If the contractor does not remove such condemned work and materials within three days of written notice to him the owner may remove and the expenses of such removal within ten days' time thereafter will be debited to contractor's account. The owner may upon ten days' written notice sell such materials at auction or private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the contractor.

TECHNICAL SPECIFICATIONS

PART-I

GENERAL CONDITIONS

1. **GENERAL:**

The work to be performed under this contract consists of ” Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGNPDCL from 132KV SS Bhadrachalam and all incidental items not show not specified but treasonably implied or necessary for the proper completion of work (except items specified to be furnished by the Engineer-in-charge) all instructed accordance with the drawings, schedules and specifications, including revisions and amendments there to and such detailed drawings as may be provided by The Engineer-in-charge during the execution of contract.

2. **SCOPE:**

The scope of work covered by this technical specification is for the civil works for the “Erection of 1No 33KV Bay for 33KV Gangaram feeder TGNPDCL from 220KV SS Aswaraopeta under works in OMC Circle, Khammam ”.The work involves items related to construction of compound wall, platforms etc., not specifically mentioned here but required for the completion of the work as per specifications and Engineer’s directions.

3. **WORKING CONDITIONS:**

The contractor shall take special note of the following aspects of restricted working conditions while executing the work and should quote his percentage accordingly. The contractor shall ensure the following strictly at no extra cost under all conditions.

The work shall be carried out with least disturbance and inconvenience to the office staff and visitors.

Necessary precautions and safety arrangements shall be taken for carrying out the work safely and effectively without causing damage to the existing structure and to prevent accidents as directed by Engineer-in-charge.

Minimum are at other extent possible shall be used for stacking of construction materials and machinery, duly leaving parking space for TGTRANSCO vehicles and employees vehicles, as per the approval of Engineer-in-charge.

The contractor shall make his own arrangements for erection of barricades around the area earmarked or stacking the construction materials, construction Tools & tackle sand equipment as directed by Engineer-in- charge.

The working hours for certain works may have to be adjusted in such a way that cause least disturbance to the working of the office instruct compliance to the instructions of the Executive Engineer-in-charge, whose decision shall be final.

f) The contractor shall make good all losses/damages suffered by structures or persons connected or not connected with work or TGTRANSCO as a result of the activity of the contractor. The contractor shall take necessary insurance covering the same.

4. **DRAWINGS:**

The drawing enclosed at the end of these tender documents is to provide some idea of the nature of works involved and the extent of work. The contractor shall be required to perform the work in accordance with the requirement in the field as directed by the Engineer-in-charge

All doubts must be clarified with the Engineer at once. The TGTRANSCO reserves the right to increase order ease scope of this specification by adding/omitting any item of work as deemed necessary at the time of allotment of work and/or during course of execution of work.

SUBSTANDARD WORK/MATERIAL:

The contractor shall promptly remove from the premises all materials/work condemned by the Executive Engineer/Civil or his authorized representative, as failing to conform to the contract, whether incorporated in the work or not, and the contractor shall promptly replace and re- execute such work in accordance with the contract and without expense to the TGTRANSCO. If the contract or does not remove such condemned work and materials within three days of written notice to him the owner may remove and the expenses of such removal within ten days' time thereafter will be debited to contractors account. The owner may upon ten days written notice sell such materials at auction or private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the contractor.

PART- II (A)

4.0 CLIMATIC & ISOCERAUNIC CONDITIONS

The climatic and isoceraunic conditions where the sub-station work/bay extensions are carried out are as given below

- (i) Annual rain fall (maximum)
- (ii) Maximum ambient temperature
 - (a) In shade
 - (b) In sun
- (iii) Minimum temperature
- (iv) Maximum relative humidity
- (v) Minimum relative humidity
- (vi) Number of Monsoon months
- (vii) Average Number of rainy days per annum
- (viii) Average annual rain fall
- (ix) Wind speed
- (x) Average Number of thunder storm days
Per annum
- (xi) Maximum altitude above sea level

22.3.2.30 COMPLIANCE WITH REGULATIONS

Unless otherwise specified works shall be carried out in accordance with the Indian Electricity Act. 1910, Indian Electricity Rules 1956 or any other 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 employer may be subjected to.

- 22.3.2.31 The contractor himself has to arrange for the permits required for the operation of the vehicles used in construction works and such other permits not being arranged by the employer/Engineer.

6.0 MATERIALS TO BE FURNISHED BY THE CONTRACTOR:

The contractor will be required to procure all the materials necessary for completion of the work. The contractor will be required to handle all these materials.

It will be the contractor responsibility to satisfy himself that sufficient quantities of construction materials required for the works shall exist in the borrow areas or quarry sites.

The department does not accept any responsibility either in handing over the quarries or procuring the materials of any other facilities. The tenderer will not be entitled for any extra rate or claim for the misjudgment on his part for quantity and quality of materials available in the quarries.

7.0 SUPPLEMENTAL ITEMS:

7.1 The quantities indicated in the schedule of the prices are only provisional and are likely to change during actual execution. When quantities of work of any item are likely to exceed the scheduled quantity, the Contractor shall bring the fact to the notice of **Superintending Engineer/OMC Circle/Khammam** three weeks in advance and take orders for going ahead with the work. Without approval of this office, the Contractor shall not go ahead with the work wherever there is increase in quantities.

7.2 The contractor is bound to execute all supplemental items that are found essential, incidental and inevitable during execution of main works, at the rates to be worked out as detailed below:

Supplemental items directly deductible from similar items in the original agreement:

The rates shall be derived by adding to or subtracting from the agreement rates of such similar items, the cost of the difference in quantity of material (or) labour between new item and the similar item in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders were compared plus or minus overall tender percentage.

22.3.2.32 New Items:

22.3.2.33 Similar items the rates for which cannot be directly deduced from the original agreement.

- (ii) Purely new item which do not correspond to/any item in the agreement. The rate shall be estimate rate plus or minus over all tender percentage.

NOTE: The term estimate rate used in(i)and(ii) above means the rate corresponding to the respective item in the sanctioned estimate whose value is shown in the Schedule while calling for the tenders for the work

Or if no such rate is available in the estimate, the rate derived with reference to the schedule of rates adopted in the sanctioned estimate.

22.3.2.34 Addition of provision towards area allowances, dewatering etc., in working out supplemental items.

22.3.2.35 If the new item is in substitution of an old item which allowed for importation off about, labour amenities, dewatering etc. Those factors may be taken into account in computing the substituted items also at the same rates at which they were originally provided.

In respect of the new items the case has to be considered on its merits and provision for importation of labour, labour amenities, dewatering etc.,has to be fully justified.

22.3.2.36 Execution of items of work in excess of quantities in Schedule , bill of quantities of tender:

The rates quoted by the tenderer shall hold well irrespective of quantities given in bill of quantities. However, for quantities exceeding 25% over those given in Bill of Quantities, approval of competent authority shall be obtained be for executing such quantities against those items.

8.0 CLEARING-UP THE SITE:

During construction the contractor shall keep the work site and storage area used by him free from accumulation of waste materials or rubbish and before completing the works the contractor shall, at his own cost, remove or dispose of in a manner satisfactory to the engineer in-charge. All temporary structures, waste and debris shall be cleaned, all holes in the ground shall be filled in and the land restored to its original state as far as practicable and the entire premises should be in a neat and tidy condition of cleanliness as the Engineer may direct. Any damage done to the permanent or temporary work of the Department by the contractor or his sub-contractor shall be made good at contractor's expenses.

22.3.2.37 SITE STORES:

The successful bidder shall establish a temporary store at his cost at the sub-station site for storing cement, equipment such as panels etc. This store should be dismantled and site cleared after the work is completed by him.

10.0 SITE CONDITIONS:

The bidder is expected to familiarize with the site conditions and facilities available before quoting. Regarding water supply and electric power supply arrangements, Clause 16 of part-II of technical specification is applicable.

22.3.2.38 ENVIRONMENTAL PROTECTION

The contractor shall ensure the following for Environmental Protection.

- 22.3.2.39 All installations are made in accordance with the Electricity Supply Act, 1948 and IE rules 1956 which will be inspected by the Executive Engineer and clearance given.
- 22.3.2.40 The contractor shall carryout the ground clearing operation by manual or mechanical methods. No chemical methods that lead to chemical contamination of the site shall be used.
- 22.3.2.41 The contractor shall provide sufficient drainage arrangements to prevent flooding and erosion of slopes etc., in the site or tower areas.
- 22.3.2.42 The contractor shall be fully acquainted with the environmental mitigation measures and shall implement as per the directions of the Engineer-in-charge of the project.
- 22.3.2.43 The contractor shall take necessary precautions while stringing so as to prevent accidents.

The contractor shall also ensure during the construction.

- 22.3.2.44 Monitoring of quality of the foundations for the tower pads and transformers in substations.
 - ii) that all safety norms during construction are followed to prevent avoidable accidents during construction.
- 22.3.2.45 Handling and placing of the equipment to avoid damage of the equipment and accidents.
 - iv) Monitoring whether standard rules are being followed while pulling and tightening the conductors.
- 22.3.2.46 All necessary protection barricades are to be provided to ensure safety and prevention of spreading of cement dust etc.

Contractor ensures that necessary mitigation measures are implemented.

22.3.2.47 PROGRESS REPORTS:-

Weekly progress reports showing the actual progress made in the receipt of the materials by the contractor and in completion of various works shall be regularly submitted in duplicate by the contractor to the Engineer. The performance monitoring shall be carried out with the help of computer aided system on MS project and Excel etc.

13. 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, specifications, schedules and appendices. He shall further guarantee and be responsible for proper erection with in the guaranteed completion and performance periods. The contractor should give binding certificate necessarily stating that he has considered supply of all items excluding specified items to be provided by the **TGTRANSCO** listed in the Appendix-II for completion of Substation /Bay's works. The contractor should also specify in the binding certificate that he has furnished the additional items with unit rates & approximate quantities required to complete the work and not covered in the schedules of bill of quantities. The lump sum amount shall be quoted for finished item of work as per Specification of TSSS. No extra payment over and above the quoted amount will be entertained. In case any work is not executed based on site condition suitable amount will be deducted and mutually agreed rates.

BILL OF QUANTITIES

1. The quantities here given are those upon which the lump sum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions or omissions according to the conditions of the contract as set forth in the preliminary specifications of the TELANGANA STATE Standard Specification and other conditions and specifications of this contract.

2. It is to be expressly understood that the measured work is to be taken not (notwithstanding any customs or practices to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by Executive Engineer and the cost calculated by measuring on weight at the respective prices without any additional charges for any necessary or contingent works in situ, complete in every respect and firm, not subject to adjustment with variation in cost of materials or any other factors affecting prices and services.

3. The rates given in the tender will be binding on the contractor till the work is completed and increase in quantities for the individual item of work up to plus 25% (Twenty Five percent) over the corresponding quantities given in the Bill of Quantities.

4. For all items of work which are more than 25% in excess of the quantities shown in the Bill of quantities the rate payable for excess quantities beyond 25% shall be worked out with reference to the provision made in clause 24 (II) of tender specification of Detailed Tender Notice.

22.3.2.48 The items of work in the Bill of Quantities are based upon the estimates done by the department. If in the opinion of the contractor, any more items or work beyond those provided in the Bill of Quantities are necessary to complete the work as specified under " Scope of the Works " he should furnish details of such item of work and quote his rates for the same.

SCHEDULE – I

PARTICULARS OF REGISTRATION

22.3.2.49 Name and address of Company:

2. Please state whether:

22.3.2.50 Individual

22.3.2.51 Registered Partnership firm

22.3.2.52 Unregistered Partnership firm

22.3.2.53 Pvt.Ltd Co.

22.3.2.54 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.)

22.3.2.55 Whether registered under

22.3.2.56 GST

B) Any other state sales tax law (please specify)

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

22.3.2.58 Furnish a photocopy duly attested of each of the following documents:

22.3.2.59 Certificate of Registration from the Registrar of firms.

22.3.2.60 Copy of Partnership deed.

22.3.2.61 Copy of Memorandum of Articles.

22.3.2.62 Copy of registration certificates as per item 5 above.

Date :

Signature :

Place :

Name & Designation :

Seal :

SCHEDULE – 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

SCHEDULE – III

22.3.2.63 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

SCHEDULE – 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 ON GOING WORKS UNDER EXECUTION IN TGTRANSCO/GENCO/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 56th orning 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

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 TGTRANSCO 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 TGTRANSCO 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 TGTRANSCO/TGGENCO/DISCOM.

OR

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

Sl. No.	Name of the Officer/ Employee	Designation and Place of working	TGTRANSCO/ TGGENCO/ 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 any of the above information found to be false or incorrect at a later date, the TGTRANSCO/TGGENCO/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):

Bidder's Signature
with seal

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 TGTRANSCO can cancel all such works and may not be executed through alternate agencies at our cost and risk and without prejudice to the right of TGTRANSCO 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 :
- 4. City :
- 5. Account No :
 - a. MICR No. :
 - b. IFSC No. :
- 6. Income Tax PAN Number :
- 7. GST Registration Number :
- 8. Date of GST Registration :
- 9. Place of GST Registration :

Signature of the Bidder

SCHEDULE – IX

UNDER TAKING WITH REGARDS TO THE QUALIFICATION REQUIREMENTS

PHYSICAL EXPERIENCE:

The Physical Experience as per the Qualification Requirement is =

The above Qualification are meeting by considering the following works done by us=

- (i)
- (ii)
- (ii)

Totals for each type of works. *The relevant Certificates are to be attached.*

II. FINANCIAL TURNOVER:

The Financial Turnover as per the Qualification Requirement is i.e. ECV = Rs.

2AN-B arrived as per IB is = Rs.

I/We, Sri./Smt./M/s..... do here by solemnly affirm and declare that I/we have meeting the qualification requirements as per our knowledge and the details of Physical experience and financial turnovers furnished above are true and also declare that in case it is found at a later date to be false fake / incorrect, I/We will abide by any action such as rejection of the bid or disqualification or determination of contract under clause 60(a) PS to APSS or black listing or any action may deem fit.

Signature of the Bidder

Name:

Designation:

Seal:

Date:

Place:

SCHEDULE – IX

DETAILS OF 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 of their credits standing may be furnished)

Name of the Bidder:

Financial Year	Turnover in Rs.	M.F with weightage of 10% per each financial year	Updated Turnover In Rs.	State whether the required certified copies are enclosed in support of turnover
(i)	(ii)	(iii)	(iv) = (ii)*(iii)	(v)
2025-26		1		
2024-25		1.1		
2023-24		1.2		
2022-23		1.3		
2021-22		1.4		

The Maximum updated Turnover from the above i.e. A = Rs.

Value of existing commitments and ongoing works i.e. B = Rs.

(As per schedule V-C)

Completion period of the notified works in No. of years i.e. N=

(As per project Data Sheet)

2AN-B = Rs.

NOTE: The bidder shall furnish the Certificate from Chartered Accountant in support of their Turnover or can be certified this schedule-I B itself.

**Signature of the Bidder/
Lead Partner
(Along with the seal)**

CHECK LIST

COMMERCIAL CONFIRMATIONS

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

1.	Whether the work offered conforms to the relevant TGTRANSCO'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 TGTRANSCO's Payment Terms are accepted.	
7.	State whether TGTRANSCO's penalty Clause is accepted.	
8.	State whether TGTRANSCO'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 TGTRANSCO'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 up to (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.2025

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of

PROFORMA -II
BID SECURITY FORM

Whereas. (Here in after 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) (Here In after 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 2018.

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
 - a) 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 Sixty (60) 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.

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.....2025 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. 2025.

Signature and Seal of Guarantors

.....
Date.2025.

.....
Address:.....
.....
.....

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

ANNEXURE - I

To be filled by the Bidder

Tender details:

Tender No.	Name of work	Tender Type
44/2025-26	Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGNDPCL from 132KV SS Bhadrachalam.	

<u>Sl.No.</u>	<u>Item</u>	<u>Total Price</u>
01	Total value of scheduled items (Quantities and prices are as per the Schedule-A appended to the specification)	Rs.8,98,073/- (Rupees Eight lakhs Ninety eight thousand and Seventy three only) (Total Estimate Value)
02	Percentage rate quoted below/at par/above the total value vide item.1 above a. in Figures b. in words	%
03	Total value of schedule after loading the percentage rate quoted against S.No.2 above i) in Figures ii) in words	Rs. _____ Rs. _____ _____ only)

Note:-

1. Percentage is to be rounded off up to two decimals.
2. Amounts are to be rounded off to nearest rupee.
3. The total estimate value under item 1 and total value offered by the bidder under item 3 are inclusive of GST etc., as per Technical specification etc. General and financial conditions of specification
4. Copy of GST registration certificates are to be enclosed to the tenders, failing which the tender will be treated as non-responsive.

SIGNATURE OF THE BIDDER
WITH DATE & SEAL

ANNEXURE - II

TIME SCHEDULE FOR EXECUTION OF WORK

The work shall be completed within 4 Months. The Towers of Each Lot will be decided by the concerned Divisional Engineer/Executive Engineer and hand over as per your work progress and season etc.,

The period of completion of this work will be reckoned from the Date of issue of approved initial execution drawings to start the work.

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

**SIGNATURE OF THE BIDDER
WITH SEAL**

Note: All the above formats have to be filled and submitted in the tender.

NOTE: THE SEIGNORAGE CHARGES, SMET, DFMT&PERMIT FEE WILL BE DEDUCTED FROM THE CONTRACTOR'S BILL AS PER ACTUALS



TRANSMISSION CORPORATION OF TELANGANA LIMITED
OMC CIRCLE :: KHAMMAM – 507 002
Mail: se.omc.khmm@tgtransco.com

Office of the
Superintending Engineer
OMC circle, Khammam

Lr.No.SE/OMC/KMM/DE(T)/ADE(T)/AE(T)/F.No.RF-26/25-26/D.No.94/26, Dt:18.04.2026.
Corrigendum to Tender Notice No.e-se/omc/kmm-44/2025-26 of SE/OMC/KMM

Sub: TGTRANSCO- OMC Circle, KMM – Specification No. e-se/omc/kmm-44/2025-26 of SE/OMC/KMM - Erection of 1No 33KV Bay for 33KV Lachagudem feeder TGPNPDCCL from 132KV SS Bhadrachalam.

Ref: 1. Tender Notice No.e-se/omc/kmm-44/2025-26 of SE/OMC/KMM/DE(T)/ADE(T)/AE(T)/F.No.RF26/25-26, D.No.34/25-26, Dt:08.04.2026.

The following corrigendum is hereby issued for the above tender notice with following dates (Extension – II) and Tender specification amendment to **Section-I General, Clause No. 3 “Qualification Requirements” 3.1 Physical Experience Requirements (C), Pg. No.14** is hereby issued as follows:

AS PER SPECIFICATION	AMENDED AS
A. The bidder should have valid 'A' Class electrical license issued / recognized by Government of TG for executing the electrical works exceeding 33KV all voltages.	A. The bidder should have valid 'A' Class electrical license issued / recognized by Government of TG for executing the electrical works exceeding 33KV all voltages.
B. The Bidder should have valid registration with Chief Engineer/Zone of TGTRANSCO/ Warangal; Karimnagar, Chief Engineer/ Rural Zone/Hyderabad; Chief Engineer/ Metro Zone/ Hyderabad (or) Superintending Engineer/ Metro/ Hyderabad.	B. The Bidder should have valid registration with Chief Engineer/Zone of TGTRANSCO/Warangal; Karimnagar, Chief Engineer/Rural Zone/Hyderabad; Chief Engineer/ Metro Zone/ Hyderabad (or) Superintending Engineer/ Metro/Hyderabad.
C. The bidder in his name should have executed the electrical/civil works in any EHT Sub-station/lines of 132KV or higher voltages in TGTRANSCO/ TSGENCO/ TSNPDCL/ TSSPDCL/ PGCIL/NTPC.	C. The bidder in his name should have executed the electrical/civil works in any EHT Sub-station/lines of 132KV or higher voltages in TGTRANSCO/TSGENCO/ TSNPDCL/ TSSPDCL/ PGCIL/NTPC. (OR) D. The bidder having registration with TGPNPDCCL/ TGSPDCL for electrical works with 'A' Grade Electrical License up to 33KV Voltage level.

1) Bid submission start date. : 18.04.2026 (at 2:00PM)
2) Bid submission close date. : 27.04.2026 (at 4:00PM)
3) Bid opening date & time : 27.04.2026 (at 5:00PM)

All other terms & conditions of Specification No.44/25-26 remain unaltered.

V. Kumbhar
SUPERINTENDING ENGINEER
OMC CIRCLE, KHAMMAM

To
The Notice board

Copy submitted to Chief Engineer/Transmission/TGTRANSCO/VS/Hyderabad (*)
Copy submitted to Chief Engineer/zone/Warangal/Karimnagar/Hyderabad Metro/Hyderabad Rural (*)
Copy communicated to the Superintending Engineer/OMC Circle/Warangal/Jangam (*)
Copy communicated to the Superintending Engineer/400KV Construction/Warangal (*)
Copy communicated to the Superintending Engineer/Civil/Warangal (*)
Copy to the Divisional Engineer/O&M/WGL -I&II, Budidampadu & Julurupadu (*)
Copy to the Executive Engineer/Construction/Warangal and Khammam (*)
Copy to the Executive Engineer/Civil/ Khammam & Warangal (*)
(* With a request to Display on notice boards please.