

SECTION-I
INSTRUCTION TO TENDERERS

1.1 RECEIPT OF TENDER:

For and on behalf of the TNPGL, sealed Tenders under Limited Tender Enquiry in the Standard Departmental form will be received by the Superintending Engineer/Civil,USTPP-I up to **14.00 Hrs** on **03.07.2026** "Hiring of one number diesel/petrol driven vehicle (TATA SUMO or EQUIVALENT) for the official use of the Executive Engineer/Civil/Field office Udangudi STPP/Stage- I, Udangudi, Tuticorin District, Pin Code – 628 206 for a period of One Year from the date of Utilization.

Period of contract	: One Year from the date of utilization.
Form of Contract	: K2 Agreement.
Amount of EMD	: Rs.5,100/- (Rupees Five Thousand and One Hundred Only)
Last date of receipt of Tender:	Up to 12.00 Hrs on 03.07.2025 .
Opening of tender	: 03.07.2025 at 14.30 Hrs.

If any of the dates mentioned above happens to be a holiday, the next working day will be due date for the receipt and opening of tender.

1.2 ESSENTIAL QUALIFICATION OF TENDERER:

- i. The tenderer should own or jointly own at least one (TATA SUMO or EQUIVALENT), with first registration of the vehicles within a period of **7** years as on the date of opening of tender.
- ii. The tenderer should have permit to use the above vehicle as contract carriage.
- iii. The attested copy of proof in this regard like registration certificate, permit form etc., shall be enclosed.
- iv.

1.3 EARNEST MONEY DEPOSIT:

Earnest Money of **Rs.5,100/- (Rupees Five Thousand and One Hundred Only)** should be by Demand Draft/Bankers Cheque drawn in favour of "Tamilnadu power generation corporation limited" payable at Tiruchendur.

Tenders not accompanying the EMD receipt will be summarily rejected. The EMD will not bear any interest. The EMD will be refunded to the unsuccessful tenderers on finalization of the contract.

The DD / bankers Cheque for EMD amount as prescribed in the tender should be kept in the outer cover along with the sealed inner cover containing the price bid. On opening the outer cover if the EMD receipt is not available the tender cover (inner cover) will not be opened and tender will be rejected.

1.4 Submission of Tender:

Tenders should be submitted in sealed cover super scribed as "Tender for Hiring of one number diesel/petrol driven vehicle (TATA SUMO or EQUIVALENT) for the official use of Executive Engineer/Civil/Field office/Udangudi STPP/Stage I, Udangudi, Tuticorin District, Pin Code – 628 206" with Enquiry No. **CE/SE/C/USTPP/LT-04 /26-27** and addressed only by designation to "The

Superintending Engineer/Civil/Udangudi Project, Udangudi, Tuticorin District, Pin Code – 628 206.

If the tenderer is an individual, the tender should be signed with his full name and his address and if it is a firm, it shall be signed with co-partnership by the authorized signatory of the firm and the name with address of such member of the firm shall be given. If the tenderer is a Corporation, the bid shall be signed duly by an authorized officer, who shall produce evidence of his authorization with the tender.

1.5 OPENING OF TENDER:

Tenders will be opened at **14.30 Hrs.** on the date of **03.07.2026** in the presence of the tenderers or their representatives present at the time of opening of tender in the office of the Superintending Engineer/Civil/Power/Udangudi Project. On opening the outer cover if the EMD receipt is available the tender cover (inner cover) will be opened, at the same time.

The Tenderer has to furnish the Permanent Account number and TIN No. along with their offer.

1.6 TENDER IS LIABLE TO BE REJECTED IF:

- i) Not in the prescribed form.
- ii) Not accompanied by requisite EMD or proof of exception.
- iii) Not properly signed by the tenderer.
- iv) Received from any black listed firm or contractor.
- v) Received through telex or telegram or fax.
- vi) Received after expiry of the due date and time.
- vii) EMD is not in the form as mentioned.
- viii) Not satisfying the Bid qualifying requirement mentions.
- ix) Tenderer is directly or indirectly connected with Government Service or TNPGL's Service or Services of a local authority.
- x) The past performance (or) Vendor rating is not satisfactory.

1.7 VALIDITY OF TENDER:

The tender shall be valid for (90 days) from date of opening of the tenders.

1.8 RATE:

Rate for the works should be quoted in the departmental schedule both in words and figures. Any correction or overwriting should be attested by the contractor.

The rate quoted shall be for hiring of vehicle for 12 Hours per day irrespective of the Kms. run and it should be firm for the entire period of contract. The tenderer should quote the rates for all items covered in the enclosed schedule. If the vehicle is used more than 12 hrs, additional charges shall be paid as per the accepted schedule of rate.

The tenderer may visit site office before quoting. It should be noted that any revision in the rates after opening of tender will not be considered.

The hire charges are inclusive of all maintenance charges for the vehicles, salary for driver and other contingencies etc. However, toll charges and parking charges shall be paid extra. Fuel charges shall be paid at the prevailing market rate at Tiruchendur as per section 3.2 of this specification.

1.9 EVALUATION AND COMPARISON OF TENDERS:

The tender offers received with various hire charges per day, retention charges and performance factor including Goods & service tax will be evaluated for the lowest offer, as per the following.

Tenders will be evaluated assuming that the vehicle would run at-least for 93kms per day for 25 days in a month and run at the maximum of 05 Hours extra time in a month.

1.10 GENERAL:

TNPGCL or its authorized representative reserves the right to cancel/postpone the tender without assigning any reasons thereof.

For any information and details on the tender, etc., Chief Engineer/Elec (FAC)/USTPP-I

Udangudi shall be contacted.

SECTION II

General Conditions of Contract

2.1. SECURITY DEPOSIT:

Successful tenderer has to pay 5% of the contract value within **30days** from the date of awarding. The contractor shall pay the deposit amount deducting the EMD amount already paid in the tender. Security deposit will not bear any interest and will be refunded after satisfactory completion of contract period. If the S.D. is not remitted in stipulated time, then the interest @22% has also to be borne by the tenderer.

2.2. SALES TAX AND INCOME TAX:

No Sales Tax is payable by the TNPGCL against the contract. Income tax payable on the contract amount at the appropriate levies shall be deducted from the payment to be made to the contractors in accordance with the provision of the Income Tax Act 1961 as amended from time to time.

2.3. MOTOR VEHICLE TAX AND PERMIT:

The motor vehicle tax shall be paid by the Contractor, and necessary tourist "T" permit to run the vehicle in the Thoothukudi and Tirunelveli Districts shall be obtained by the Contractor.

2.4. GOODS and SERVICE TAX (GST):

The Goods & Service tax (GST) may be quoted separately. Goods & Service Tax is admitted for payment, provided the invoice of the contractor bears the Goods & Service Tax Code, Goods & Service Tax Registration No. and Service Tax Account No. If these details are not furnished the goods & service tax will not be admitted.

In case GST is not quoted, it will be presumed that the bidder may be under threshold exemption limit or any other exemption and hence not quoted GST Tax. In the event of placement of order, the bidder shall produce an undertaking that he is under threshold exemption limit or any other exemption (to be specified). He must also undertake that no claim under Goods & Service Tax will be made under this contract, in the event of crossing the exemption limit, at a later stage and any Goods & Service Tax liability, will be discharged on their own account to the Service Tax authorities concerned.

Payment of Goods and Service Tax:

The total Goods & service tax payable is 5.0 % (TNPGL Share + Contractor Share) to the Service Tax Department. It is the responsibility of the contractor to pay the Goods & Service Tax to the Service Tax Department and if required the contractor has to produce the evidence for the payment of the above service tax.

2.5. PERIOD OF CONTRACT:

The tender will be a running contract for a period of **One Year** from the date of utilization of contract. The undersigned reserves the right to restrict it for lesser period depending upon the nature of work and to terminate the contract if the vehicle is not required or the quality of service is not good.

2.6. PAYMENT:

100% payment will be made on monthly basis. The bill will be paid by TNPGL within reasonable time after presentation of bills and duly verified by the concerned officer. Payment will be made in the form of cheque.

At the end of each month, the contractor shall submit a statement in triplicate (as may be prescribed in this regard) detailing his claims for the service rendered, during the preceding month to the concerned officer, to whom the vehicle is allotted, for arranging payment. Income Tax/service tax payable on the contract amount at the appropriate rate levied from time to time shall be deducted from the payment to be made to the contractors in accordance with the provision of the Income Tax Act 1961 as amended from time to time.

2.7. CONTRACTOR'S FAILURE:

If the contractor fails to fulfil the terms and conditions of the contract or unable to continue the work, TNPGL has got the right to engage any other agency for the work and the resultant excess expenditure, if any, incurred by TNPGL, will be recovered from the contractor either from his Security deposit or from the outstanding bills. The contract is liable to be terminated if the contractor withdraws or does not commence the providing of vehicle within 7 days from the date of award of work/from the scheduled commencement date as the case may be. In either case, the Security Deposit will be forfeited.

2.8. DISCIPLINE:

The contractor and his staff should observe strict discipline and decorum while on duty. The contractor shall be responsible for any violation of the provision of the contract by him/her or by the driver.

2.9. JURISDICTION FOR LEGAL PROCEEDINGS:

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

2.10. CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible for the safe operation of the vehicle for any loss or damages to the vehicle or to the costly testing equipment transported through the vehicle or to the personnel travelling due to the carelessness of the driver, then the contractor will be responsible and the TNPGL will not take any responsibility on that account.

2.11. COMPENSATION FOR ACCIDENTS AND DAMAGES:

In case of any accidents caused to any person including the contractor's and TNPGL's workman of damages to any property equipment in the course of the execution of the contract, the contractor will be solely held responsible for payment of a compensation, medical aid etc., In case, the contractor fails to pay compensation within a reasonable time the TNPGL may settle the claims and arrange to recover the same from contractor.

The contractor should be solely responsible for any accident to his employee or the public, any cause what so ever and shall indemnify the Electricity TNPGL against damages to property or injury to persons resulting from any such accidents and he should indenify TNPGL against any liability what so ever in this regard and execute bond (stamp paper value of Rs.500/- accordingly) In case, the contractor fail to pay the compensation within the reasonable time, TNPGL may settle the claim and arrange to recover the same from the contractor.

2.12. ARBITRATION:

There will be no arbitration and the decision of the Chief Engineer/Elec.(FAC)/USTPP-I Udangudi will be final in case of any dispute between the contractor and TNPGL.

2.13. SUB-LETTING OR TRANSFER:

This contract should not be sublet to any other person or transferred by power of attorney authorizing others to receive the payment. The contract rate once agreed to, will be fixed and firm during the entire contract period.

2.14. LIQUIDATED DAMAGES:

If the contractor fails to deliver the vehicles,

- i. Double the proportionate hire charges/hour will be recovered for non-supply of vehicle for more than an hour. If the vehicle is not supplied for more than 4 hours, the hire charges for the whole day will be disallowed. If the vehicle is not supplied for the full day, one-day hire charge shall be recovered as penalty from the contractor. In case, outside vehicle was engaged in the non- supply period, the excess expenditure incurred by the employer will be recovered from the contractor.
- ii. The total Liquidated damages amount shall not exceed 10% of the total contract value.

2.15. AGREEMENT:

The successful tenderer/contractor should execute an agreement in the standard form on Rs.200/- non-judicial stamp paper with "The Executive

Engineer/Civil/Field office/ Power House/Udangudi Project, Udangudi, for due fulfilment of the contract within 30 days from the date of award of contract.

2.16. INSURANCE:

The vehicle supplied for hire should be adequately covered by insurance to cover all risks.

2.17. SATISFACTORY COMPLETION OF CONTRACT:

If the contractor fails to spare the vehicle as per contract entered, the Security Deposit retained in this office will be forfeited and the contract will be terminated by the Chief Engineer, USTPP-I /Udangudi, any time in the interim period.

2.18. GENERAL:

TNPGCL reserves the right to reject the tender/quotation and to cancel the contract at any time without giving notice to the contractor/without assigning any reason there for. In case of dispute, the decision of The Chief Engineer (FAC)/USTPP-I/Udangudi, will be final and binding.

The contract is non-transferable.

SECTION III

SPECIAL CONDITIONS OF CONTRACT

3.1. DESCRIPTION OF VEHICLE:

- a. The One number diesel/petrol driven Vehicle (TATA SUMO or EQUIVALENT) should have been registered in the name of tenderer/company or legal partner with first registration of the vehicles within a period of 7 years as on the date of opening of tender and should be in fit condition with good upholstery.
- b. The vehicles should have tourist permit within Tamil Nadu.
- c. The work 'ON CONTRACT WITH TNPGCL" should be displayed in a place in the wind shield of the hired vehicle.
- d. The RC Book and the third-party insurance policy along with other relevant documents should be produced for verification and return at the time of entering into contract.
- e. The contractor shall furnish the details of vehicles available in his/her name and also the details of vehicles that could be arranged as substitute vehicle (owned by the sub-contractor) viz. make, registration number etc.

3.2. FUEL:

The Petrol/Diesel, oil etc., required for running the vehicle shall be arranged by the contractor. Fuel charges will be paid on actual kilometres travelled as certified by Officer based on the prevailing fuel (Petrol/Diesel) price during the month, based on the performance factor quoted by the contractor Fuel consumption charges will be paid as per P.F quoted by the contractor, at the rate prevailing, at the time of operation in Tiruchendur.

In case of Kilometre readings not recorded properly due to defects in the system, then the Kilometres, as assessed by the officer of TNPGL using the Vehicle, will be final.

3.3. DRIVERS:

The driver for the vehicle, to be hired shall be provided by the contractor. The owner should make his own arrangements for the accommodation of the driver. All payment such as salary, daily batta allowance etc., for the driver shall be paid by the contractor.

The driver should have a valid driving license. The Driver should be in uniform during duty hours. The contractor shall be responsible for any violation of the provisions of the contract by him/her or by the driver.

3.4. REPAIRS OF VEHICLE:

The vehicle should be in good working condition. Repairs if any to the vehicle shall be carried out by the contractor at his own cost.

A spare vehicle must be substituted within 2 hours in case of breakdown. If the substitute vehicle provided for hiring by the contractor is not owned by him/her, then he/she should produce a consent letter from the owner of the vehicle (sub-contract) agreeing to lend the vehicle for hiring to TNPGL.

If the substitute vehicle is not provided within two hours of break down, the whole day hire charges will be recovered for non-supply period.

3.5. INSURANCE:

The vehicle should be covered by third party risk insurance under M.V. act of 1939 to safeguard the interest of TNPGL against all risks involved in hiring of the vehicle.

At the time of any accident to the hired vehicle, it is the full responsibility of the contractor to see that necessary medical aid to the injured person/persons, inside or outside the vehicle be given.

The contractor shall certify that the vehicle which are made available against this contract are not owned by any family member of TNPGL employees.

3.6. WORKING HOURS:

The vehicle should be made available made for use normally between 8.30 A.M. to 8.30 P.M. (12 hours a day) on all working days and during holiday on call. The vehicle shall be made available on call at any time even during Day/Night.

The trips to the place more than 50kms from Site Office/Udangudi Project are considered as out station trips.

The total Kilometer run by the vehicle will be reckoned/calculated from the Udangudi Projects Site Office at Tiruchendur and not from the garage to garage of the contractor.

3.7. ACKNOWLEDGEMENT: -

The receipt of this acceptance letter may be acknowledged to the Chief Engineer (FAC)/USTPP-I, Tamil Nadu Power Generation Corporation Limited at Kallamozhi , Tuticorin District- 628 206.

**SIGNATURE OF THE
CONTRACTOR.**

SECTION IV

ENQUIRY NO. CE/ SE/C/USTPP-I/LT- 04 /26-27

SCHEDULE

Sl. No.	Description of work	Unit	Quoted price (In fig. and words) Rs.
1.	<u>HIRE CHARGES:</u> Hire charges per day for one No. diesel/petrol driven TATA SUMO/Equivalent up to 12 Hours a day (Exclusive of Diesel charges).	Rate per day	
2.	<u>RETENTION CHARGES:</u> Retention charges for period exceeding 12 hours a day.	Rate per hour	
3.	<u>PERFORMANCE FACTOR (P.F)</u> (Should not be less than 10Kms. /Litre) Distance in Km propulsion per litre of Diesel adopted for purpose of contract	Per litre of diesel	
4.	Service Tax (GST)	%	

NOTE:

1. The hire charges should cover driver salary, batta, lubricants like engine oil, road taxes and insurance.
2. The distance in Kilo meters will be calculated from the pickup point to dropping point and not from the garage to garage of the contractor.
3. The hire charges for a typical month will be calculated as follows: -
(Hire charge x No. of days used in a month + No. of Kms. Run / P.F. x cost of Diesel per liter) + (Retention charges beyond 12 hours a day).
4. The cost of diesel permissible will be paid at the rate prevailing at Tiruchendur
5. The vehicle should have been first registered within a period of **7** years as on the date of tender opening and the registration should be in the name of the contractor/ the company or the legal partner.

Certified that I have gone through the Limited Tender Enquiry in detail and I accept all the conditions stipulated therein.

SIGNATURE OF THE CONTRACTOR

ENCLOSURE TO ENQUIRY NO. CE/ C/SE/C/USTPP-I/LT-04/26-27

ANNEXURE

1. Vehicle Registration No. and Make :
2. Date of first registration :
3. Whether registered as Tourist vehicle :
4. Whether the vehicle is owned by family members of TNPGL Employees. :
5. Whether the vehicle is insured? :
6. Whether the vehicle is owned by the Tenderer / Firm. :
7. Owner/Firm name & Address :
8. Whether attested copy of RC Book enclosed :

SIGNATURE OF THE CONTRACTOR.

NOTE: The above form may be typed and submitted in duplicate.

The attested copies of the proof for the information given above should be available along with this annexure.