

TAMILNADU POWER GENERATION CORPORATION LIMITED
(Erstwhile TANGEDCO)

From

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Superintending Engineer,
Kuttalam Gas Turbine Power Station,
Maruthur Village, Therizhandur Post,
Kuttalam Taluk, Mayiladuthurai District.
Pin Code: 609 808.

☎: **04364 - 237044**, 📠 : **237188**

✉ sekgtpp@tnebnnet.org.

To

The List of Firms.

Lr.No.SE/KGTPS/MTR/AEE/AE/MM/F.Enq.No.SC.No.04 /25-26/D. 613/25, dt: 20.12.2025

Sir/Madam,

Sub : KGTPS – Enq.No.SC.04/25-26 - Hiring of one number Petrol/Diesel Driven AC Car Ambassador or it's equivalent for the official use of the Superintending Engineer/ KGTPS for 13 Hrs in a day for a period of one year from the date of utilization at KGTPS/Maruthur - Tender Notice - Regarding.

Ref : 1) (Per) CMD TANGEDCO Proceedings No: 15 dated .,24.01.2023
2) Memo.No.CE/MTS>S/SE/E1/A2/F.KGTPS Veh/D. 43/24, Dt.07.02.2025

For and on behalf of and by the order and direction of Tamilnadu Power Generation and Corporation Limited,(Erstwhile TANGEDCO) sealed Tenders under Limited tender are invited by the undersigned for the following material.

| Enq.No. | Description | EMD amount in Rupees | Cost of Tender set | Due Date of opening of Tender |
|---|---|---|--------------------|-------------------------------|
| Enq.No.SC. No.04/ 25-26 of SE/ KGTPS /MTR | KGTPS- Hiring of one number Petrol/Diesel Driven AC Car, Ambassador or it's equivalent for the official use of the Superintending Engineer/KGTPS for 13 Hrs in a day for a period of one year from the date of utilization at KGTPS/Maruthur. | Rs.4,800/- (Rupees Four Thousand and Eight Hundred only) | Rs.250/- + GST | 06.01.2026 at 14.30 hrs. |

Tender sets can be obtained by giving an application to the Superintending Engineer/ KGTPS / Maruthur at the office of Assistant Executive Engineer, Material Management, KGTPS/ Maruthur during the office hours. The issue of tender sets will be stopped at 17.00Hrs on the previous day of Tender opening.

If tender sets are required to be sent by post Rs.100/-(Rupees One Hundred only) is to be paid by the tenderer which will be taken only on TNPGL account (Non-refundable) for the postage charges with a requisition duly furnishing the complete postal address TNPGL will not be responsible for any sort of delay or loss in transit.

Tender will be opened at 14.30 hrs at Superintending Engineer/ KGTPS office on the due date of opening of Tender in the presence of the tenderers or their representatives present. If the due date of opening of the tender mentioned above happens to be a holiday declared by the Government, the receipt of the tender and opening of the tender shall be on the next working day.

Further wide publicity will be made by placing the copy of tender notice in the notice board of nearby distribution and generation circle offices and also in "TANGEDCO" Web site.

Encl : 1 Terms & conditions

2. Schedule

Copy submitted to Chief Engineer / MTS & GTS / Chennai-02.

Copy to the Superintending Engineer / P&A / MTPS-I&II / Mettur

Copy to the Superintending Engineer / P&A / NCTPS I, II & III/ Chennai-120.

Copy to the Superintending Engineer / P&A / TTPS / Tuticorin.

Copy to the Superintending Engineer / P&A / BBGTPS/ T(K)GTPS/ VGTPS.

Copy to the Executive Engineer / Mechanical / KGTPS / Maruthur.

Copy to the Assistant Executive Engineer / Civil / KGTPS /Maruthur

Copy to the Assistant Executive Engineer/ T&A / KGTPS /Maruthur.

Copy to the Assistant Account Officer/ KGTPS /Maruthur

Copy to Notice Board.

Requested to display in
the Notice Board.

TAMILNADU POWER GENERATION CORPORATION LIMITED
(Erstwhile TANGEDCO)

SPECIFICATION NO:SC.NO:04 /2025-2026.

SECTION - I

INSTRUCTION TO TENDERERS:

- 1.0 The Superintending Engineer/ Kuttalam Gas Turbine Power Station, Maruthur representing TNPGL invites bids for

Hiring of one number Petrol/ Diesel Driven AC Car, Ambassador or it's equivalent for the official use of the Superintending Engineer/KGTPS for 13 Hrs in a day for a period of one year from the date of utilization.

- 1.1 Tenders super scribed on the outer cover as Enquiry of **SE / KGTPS - SC. No.04 /25-26** at Kuttalam Gas Turbine Power Station/ Maruthur due on **06.01.2026 at 14.30 Hrs** and complete with the schedule duly filled in are invited as mentioned in **schedule "A" and Annexure** of this specification.

- 2.0 The tenders should be sent in double cover system . The Demand Draft/PR for the EMD amount paid in the O/o. the SE/KGTPS/MARUTHUR towards EMD (as prescribed in clause 10.0 below), the tender cover should be addressed to

SUPERINTENDING ENGINEER
KUTTALAM GAS TURBINE POWER STATION
MARUTHUR VILLAGE, THERIZHANDUR POST – 609 808,
KUTTALAM TALUK, MAYILADUTHURAI DISTRICT.

so as to reach this office not later than 14.00 Hrs on **06.01.2026**

The offer should be placed in a sealed cover (A cover).The EMD paid details, Term and conditions should be enclosed along with the EMD and placed in the inner sealed cover (B). Both A&B covers shall be enclosed in an overall envelope which should be sealed with sealing wax.

- 3.0 The tender cover may be handed over to Executive Assistant to Superintending Engineer / KUTTALAM GAS TURBINE POWER STATION/ TNPGL/ MARUTHUR - 609 808 if handed over in person.

NOTE:

In case the due date for receipt and opening of tender happens to be declared holiday, tenders will be received and opened on the immediate succeeding working day without any change in the timings indicated.

- 3.1 **If the tenderer has any doubt or the meaning of any portion of this specification, he should submit particulars thereof to the Superintending Engineer/KGTPS/ TNPGL / MARUTHUR/ THERIZHANDUR POST– 609 808,, KUTTALAM TALUK in writing that the doubts may be clarified before submission of tender.**
- 3.2 Fax or e-mail offers will not be entertained. The TNPGL reserves the right to reject any offer, which is not received according to the terms and conditions, stipulated in the instructions.

- 3.3 If the tenderer finds any ambiguity in any one of the terms & conditions stipulated in this specification he shall get it clarified from the Superintending Engineer/KGTPS/ TNPGL / MARUTHUR/ THERIZHANDUR POST– 609 808,, KUTTALAM TALUK. If this is not done and subsequent to opening of tenders it is found that doubts about the meaning or ambiguity in the interpretation of any terms & conditions stipulated In this specification are raised by the tenderer, either in this tender or by a separate letter, the interpretation or clarification issued by the Superintending Engineer/Kuttalam Gas Turbine Power Station / Maruthur to such of the terms and conditions of the specification as may be raised by the tenderer shall be binding on the tenderer.
- 4.0 The tenders will be opened at the office of the Superintending Engineer Engineer/KGTPS/ THERIZHANDUR POST – 609 808, KUTTALAM TALUK on the due date and time, specified in the presence of such of the tenderers who may desire to be present.
- 5.0 The processing of the tender will be done as per the provisions of Tamil Nadu Transparency in Tender Act.1998 and Tamil Nadu Transparency in Tender rules 2000.
- 6.0 **THE TNPGL LTD RESERVES THE RIGHT:**
- a) To accept the lowest or any tender
 - b) To reject any or all the tenders without assigning any reasons thereof.
 - c) To award contracts to one or more contractors for the item covered by this specification.
 - d) To revise the quantities if necessary during the pendency of the contract.
 - e) To relax or waive any of the terms and conditions of the specification where ever deemed necessary.
- 7.0 Tenders received after the due date & time will be summarily rejected.
- 8.0 Tenders received from those who quote a lesser validity period than that called for will be rejected.
- 9.0 **THE TENDER IS LIABLE TO BE REJECTED, IF IT IS:**
- a) not in the prescribed form.
 - b) not properly signed by the tenderer.
 - c) not in conformity with TNPGL's technical specification.
 - d) from a tenderer who is directly or indirectly connected with Government's or TNPGL 's service/ local authority.
 - e) from a tenderer whose past performance or vendor rating is not satisfactory.

10.0 **EARNEST MONEY DEPOSIT:**

Intending tenderers should pay an EMD of **Rs.4,800/- (Rupees Four Thousand & Eight Hundred Only)**, The EMD specified above should be paid in the form of cash at the office of SE/KGTPS or Demand Draft /NEFT/RTGS from any one of the Nationalized/scheduled Banks drawn in favour of Superintending Engineer/ Kuttalam Gas Turbine Power Station, payable at Therizhandur / Kuttalam / Kumbakonam / Mayiladuthurai (or) through online payment to **TamilNadu Power Generation Corp Ltd** Account.

| | |
|---------------------|--------------------------------|
| Account No | : 059102000000853 |
| Name of Bank | : Indian Overseas Bank, |
| Branch | : Therezhundur. |
| IFSC Code | : IOBA 0000591 |

The Demand Draft/ Online payment receipt / PR for the EMD amount paid in the O/o the SE/KGTPS/MARUHTUR should be attached to the sealed tender cover.

- 10.1 CHEQUES / BANK GUARANTEES will not be accepted towards EMD and the tenders will be rejected.

10.2 If on opening the tender cover, it is found that the Demand Draft towards EMD has not been attached to the tender cover or the Registration No. accompanied with the undertaking referred to in Clause 10.2 has not been furnished, then the tender will be rejected.

10.3 FORFEITURE OF EMD:

The EMD made by the tenderers will be forfeited if

- i) The tenderer withdraws his tender or back out after acceptance of the Tender.
- ii) The tenderer withdraws his tender before the date of validity/ rejection by the TANGEDCO/ competent Authority.
- iii) The tenderer violates any of the provisions of these requisitions contained therein.
- iv) The tenderer revises any of the terms quoted during validity period.
- v) The successful tenderer fails to remit SD within the prescribed time limits.

10.4 The EMD will not carry any interest. The E.M.D will be refunded to the successful tenderer only after completion of all works satisfactorily as per the orders and instructions of site Engineer. The successful tenderer in whose favour the order is issued should on demand pay in addition the Security Deposit.

If the successful tenderer either fails to remit this S.D amount or backs out of the tender bid, the E.M.D. remitted by him will be forfeited.

10.5 In the case of unsuccessful tenderers, the EMD will be refunded to them on application to the Superintending Engineer/ KGTPS/ MARUTHUR/ THERIZHANDUR POST- 609 808, KUTTALAM TALUK after intimation of the rejection of their tender is received by them.

11.0 BID QUALIFYING REQUIREMENTS (BQR):

11.1 The bidding is open to those meeting the following qualifying requirements.

11.2 i) **The intending tenderer shall furnish the details of vehicle in his/her name with following details - Make, Registration Number and date, F.C. details etc., The attested copies of the R.C. Book and third party risk insurance cover note along with the relevant documents should be produced for verification.**

ii) **The date of first registration of the vehicle offered for hiring should be within 05 years on the date of opening of tenders.** Those Tenders furnished by the Tenderers without enclosing the details of the above records will be rejected.

11.3 The above requirement are a minimum. However the TNPGL reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder, if in the opinion of the TNPGL , the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.

11.4 Not with standing anything stated above the TNPGL reserves the right to assess bidder's capability and capacity to perform the works, should the circumstances warrant such an assessment in the overall interest of the TNPGL.

12.0 The TNPGL will not be responsible for any Postal delay in receipt of the Tender Specification by the bidders if it is sent by post as well as in receipt of quotations from the bidders within the stipulated date and time.

13.0 Notwithstanding anything contained in this specification, the TNPGL shall have full powers to relax, waive or amend any of the provisions of this specification at any time as deemed necessary.

14.0 APPEAL:

- i) Any tenderer aggrieved by the order passed by the Tender Accepting Authority may appeal to the TNPGL within ten days from the date of receipt of order and the TNPGL shall dispose the appeal within fifteen days from the date of receipt.
- ii) In disposing of an appeal under sub section (i) above, the TNPGL LTD may after giving the party an opportunity of making his representations, pass such order there of as they may deem fit.
- iii) The order of the TNPGL on such appeal shall be final.
- iv) The TNPGL may pending the exercise of their powers under this section, pass such interlocutory orders as they may deem fit.

15.0 BAR OF JURISDICTION:

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

16.0 TENDER AND AGREEMENT:

- 16.1 The fact of submission to the TNPGL of tender shall be deemed to constitute and agreement between the tenderer and the TNPGL whereby such tender shall remain open for acceptance by the TNPGL. If the tenderer is notified that his tender is accepted by the tender and such acceptance there of by the TNPGL. Until a formal contract of the same tender has been executed between him and the TNPGL in replacement of such agreement. The stamp duty payable to this agreement shall be borne by the successful tenderer.
- 16.2 The written agreement to be entered into between the contractor and the TNPGL on non-judicial stamp paper of Rs. 200/- in the standard form shall be foundation regarding the rights of both the parties and the contract shall not be deemed to be completed 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 TNPGL. Failure to enter into the required agreement within 30 days shall be entitled forfeiture of the EMD paid by him.

TAMIL NADU POWER GENERATION CORPORATION LTD.

SPECIFICATION NO. SC.No. 04 /2025 - 2026.

NAME OF WORK: Hiring of one number Petrol /Diesel Driven AC Car, Ambassador or it's equivalent for the official use of the Superintending Engineer/KGTPS for 13 Hrs in a day for a period of one year from the date of utilization.

| | | |
|---|---|---|
| Closing date and time for receipt of Schedule | : | 06.01.2026 @2.00PM |
| | | (If above said date happens to be a holiday the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.) |
| Date of Tender Opening | : | 06.01.2026 @ 2.30 PM |
| | | (If above said date happens to be a holiday the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.) |
| Earnest Money Deposit | : | Rs.4,800/- (Rupees Four Thousand and Eight Hundred Only) |
| Schedule Cost | : | Within Tamil Nadu Rs.250/- (Rupees Two Hundred and Fifty Only) + GST Outside Tamil Nadu Rs.250/- (Rupees Two Hundred and Fifty Only) + GST + Rs.100/- (Rupees One Hundred) Extra for Postal Charges. |

1.0 SCOPE:

The Scope of work under this contract is to provide Hiring of one number Petrol/Diesel Driven AC Car, Ambassador or it's equivalent for the official use of the Superintending Engineer/KGTPS for 13 Hrs in a day for a period of one year from the date of utilization.

2.0 RATES:

2.1 The tenderer should quote the rates for all modes covered by the enclosed Schedule. The rates should be quoted in figures and words without room for any ambiguity. The contractor may visit area before quoting. The rates should be quoted for diesel /petrol driven car only.

2.2 It should be noted that any revision in the rates after opening of tenders will not be considered. The rate should be firm till the completion of the contract.

2.3 The contract rate once agreed to will be fixed and firm during the contract period.

3.0 SECURITY DEPOSIT:

The successful tenderer to pay an amount equivalent to 5% of the contract value inclusive of E.M.D. paid towards Security Deposit. This Security Deposit amount of 5 % value of the contract including the amount remitted as E.M.D has to be paid by way of DD / NEFT/ RTGS within 15 days from the date of receipt of award of contract .For online payment to TNPGL Account.

TamilNadu Power Generation Corp Ltd

Account No : 059102000000853

Name of Bank : Indian Overseas Bank,

Branch : Therezhundur.

IFSC Code : IOBA 0000591

within 15 days from the date of receipt of Acceptance order .Online payment should be intimated through mail to SE or AAO E-mail ID (sekgtpp@tnebnet.org (or) aaokgtps@tnebnet.org. The SD will be refunded after satisfactory completion of above work.

- ii. The contract will become effective only if the Security Deposit is paid. The Security Deposit shall be paid **within 15 days** from the date of receipt of the acceptance order.
- iii. The Board reserves the right to cancel the acceptance order on failure to furnish the Security Deposit within the prescribed time limit with a levy of 1% of order value.
- iv. The TNPGL also reserve the rights to accept the belated payment of Security Deposit with levy of penal interest @12% per annum for the delayed period
- v. The Security Deposit against this contract will be repaid to the contractor only on the satisfactory completion of above work. If the TNPGL (Erstwhile TANGEDCO), incurs any loss or damage on account of the breach of any of the clauses mentioned or any other amount arising out of the contract becomes payable by the contractor to the TNPGL (Erstwhile TANGEDCO), then TNPGL (Erstwhile TANGEDCO) will in addition to such other rights that the TNPGL (Erstwhile TANGEDCO) may have under the law appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the Contractor.

4.K-2 AGREEMENT & INDEMNITY BOND:

The contractor is requested to contact Superintending Engineer/KGTPS/ Maruthur to execute an agreement with two non-Judicial stamp papers for a value not lesser than Rs.200/- (Rupees Two Hundred only) for executing the agreement for the above work and the other to a value of Rs.500/- (Rupees Five Hundred only) for Indemnity Bond in your favour before the execution of work.

5.0 DESCRIPTION OF VEHICLE:

- i. Diesel/Petrol Driven -AC Car, Ambassador or it's equivalent required to be provided.
- ii. The CAR offered to the TNPGL a for use should have been registered in the contractor's own name.
- iii. The vehicle should have been registered as a transport vehicle.
- iv. The registration number of the hired vehicle shall be only in black on a yellow background.
- v. The vehicle shall be covered by third party risk insurance under Motor Vehicle Act of 1939 to safeguard the interest of the TNPGL a against all risks involved in hiring of the vehicle.
- vi. The date of first registration of the vehicle offered for hiring should be within 5 years on the date of opening of tenders.
- vii. Vehicle which are owned by the family members of TNPGL a employees should not be engaged for hiring.
- viii. The vehicle should be in the best running condition with good upholstery. The vehicles should be made available at this office for inspection to ascertain the condition of the vehicle at the cost of tenderers.

6.0 PERIOD OF CONTRACT:

The period of contract may be in force upto one year from the date of utilization. The contract will be terminated without any notice if the vehicle is not regularly provided by contractor as per terms of the contract. The TNPGL a also reserves the right to terminate the contract without assigning any reason therefor.

7.0 PAYMENT:

At the end of each month, the successful tenderer shall submit a statement, in triplicate detailing his claims for the service rendered during the preceding month to the **Superintending Engineer/KGTPS/Maruthur office** for arranging 100% Payment within 90days. Payment will be made through NEFT/RTGS. The vendor Registration is mandatory. The on-line Vendor portal can be accessed through internet http://exam.tnebnet.org/tneb_vendor. The bill should be submitted by the vendor through their login in ERP.

8.0 LIQUIDATED DAMAGES:

If the Contractor fails to provide transport to the Officers due to Breakdown of vehicle or any cause at the time of emergencies, then the contractor is liable for penalty. If the substitute car is not provided within half-an-hour of breakdown of the hired vehicle, proportionate hire charges per hour will be recovered for non-supply period, subject to a maximum of 4 Hrs. in a day. If the vehicle is not provided for more than 4Hours, one day hire charges will be recovered. Period less than 1 (One) hour will be taken as 1 (One) Hour for calculation of penal levy. The above penal amount shall not exceed 10% of hire charges X 365 days.

Penalty if any shall be recovered from any amount including Security Deposit, and balance payment due to the Contractor. The penalty will hold good for not providing the car for long distance travel, on official tour.

9.0 GOODS AND SERVICE TAX:-

GST With effect from 01.07.2017, GST is applicable at the rate of 5% (ie.SGST 2.5% + CGST 2.5%) & 100% forward charges will apply on vehicle hiring.

"All the contractors, suppliers, Service Providers are requested to get GST registration for dealing any business activity with TNPGL/

. The tenderer should be enclosed copy of GST Registration details. **In the event of contractor being unregistered under GST Act, reverse charge mechanism will apply and separate invoice to be issued by TNPGL & records to be maintained. In such case, TNPGL a has to pay the GST applicable and observe the Accounts Branch.**

Further, the applicable TDS under will GST apply with effect from 01.10.18 as per the Notification. No.50/18/dt.13.09.18 issued by the central government based on section 51 of the CGST Act 2017.

10.0 SUCCESSFUL TENDERER'S RESPONSIBILITY:

10.1 The contractor shall be responsible for the safe operation of the vehicle. For any loss or damages to the vehicle or to the personnel travelling, due to the carelessness of the driver or for any other causes, the contractor will be responsible for all losses and department will not take any responsibility on that account.

At the time of any accident to the vehicle, it is the full responsibility of the contractor to see that necessary compensation etc. is settled besides arranging medical aid.

The contractor shall be solely responsible for any accident to his employee or the public, from any cause whatsoever and he shall indemnify the TNPGL against damage to property or injury to person resulting from any such accidents and shall take all steps to ensure insurance charges against all such claims.

10.2 The contractor should see that the trip sheets are to be written daily and got attested by the officer to whom the vehicle is allotted.

10.3 The vehicle should be available on all days.

10.4 A spare vehicle must be substituted within half an hour in case of breakdown of van within Head quarters and within two hours outside Head quarters. The spare car substituted should also have the first registration within Five years. If the spare vehicle not supplied within stipulated time, any suitable available vehicle will be engaged by the TNPGL and excess cost incurred due to the above engagement will be recovered from the monthly bills.

10.5 The owner should make his own arrangements for the accommodation of the driver. The driver shall have a valid driving license. All payments such as Salary, Daily Bata, Allowances, etc. for the Driver shall be paid by the Contractor.

10.6 a) Repairing tools and stepny should be available in each of the vehicle.

b) Doors and locks shall be well secured.

c) Leaf springs and shock absorbers shall be well maintained so that there shall not be any vibration during travel, as expensive and delicate testing instruments are to be transported for long distance.

d) The vehicle shall be well painted and should give a pleasing appearance.

e) Battery, other electrical system and wiper shall be well maintained.

10.7 The total Km. Run by the vehicle will be calculated from the headquarters of KGTPS to their work site and back to Headquarters and not from the garage to garage of the tenderer.

10.8 In case kilometer reading is not recorded due to defects in the system, then the kilometer as assessed by the officer of TNPGL using the vehicle will be final.

10.9 The contractor shall be responsible for any violation of the provisions of the contract by him/her or the Driver.

10.10 The **Driver's license, transport permit, quarterly tax receipt, Road Tax, trip sheets written upto-date, R.C. Book, Insurance Policy** should always be available with Driver of the vehicle either in original or a Xerox copy of the same.

10.11 During transit, if the vehicle is seized by the law enforcement authorities of the Government, the contractor should immediately arrange for the transport of men and materials from the vehicle seized to the Headquarters of the officers to whom the vehicle is allotted at the tenderer's cost. If it is not done, the cost for the above will be recovered from the contractor from his bills.

10.12 The contractor and the sub/contractor if any, whom the contractor proposes to engage should be pre-registered in the TNPGL for hiring of vehicle.

10.13 Diesel/Petrol/Oil etc. required for the vehicle to be hired shall be supplied by the contractor.

10.14 The Contract is not transferable. The contractor shall have a telephone in his office and residence so that he can be contacted for provision of vehicle during night and other emergency condition.

11.0 CONTRACTOR'S FAILURE:

11.1 The vehicle should have to go to areas, within the jurisdiction of KGTPS whenever emergency arises. If the contractor fails/refuses to do so, the contract will be terminated.

11.2 If the contractor fails to fulfill the terms and conditions of the contract or unable to continue the work the TNPGL has got the right to engage other agency for the work and the resultant excess expenditure if any incurred by the 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 tenderer withdraws or not taking up the works within a week after executing the K2 Agreement. In either case, the earnest money deposit will be forfeited.

11.3 In case of dispute, the decision of the **Superintending Engineer/KGTPS/ Maruthur** shall be final and binding.

11.4 Any notice to the tenderer shall be deemed to be sufficiently served if given or left in writing at his/her usual or last known place, or abode of business, as well as the notice TNPGL of the office.

11.5 The contractor and his staff should observe strict discipline and decorum, while on duty.

12.0 MOTOR VEHICLE TAX & PERMIT:

The motor vehicle tax shall be paid by the tenderer and permit to run the vehicle in Tamil Nadu shall be obtained by the tenderer.

13.0 COURT SUITS:

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

14.0 COMPLAINTS:

If the contractor faces any difficulty in carrying out the work, experience delay in payments etc. He can make a written representation to the **Superintending Engineer/KGTPS/ Maruthur**.

15.0 POWERS TO RELAX:

Notwithstanding anything contained in any of these regulations, the **Superintending Engineer/KGTPS/Maruthur** shall have the right to relax or waive any of the conditions stipulated in the tender specification.

16.0 REJECTION OF TENDERS:

The **Superintending Engineer/ KGTPS/ Maruthur** reserves the right to reject any or all the quotations without assigning any reasons therefor.

17.0 VALIDITY OF TENDER:

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

18.0 ACCIDENT AND DAMAGES:

In case of any accident caused to any person including the Contractor's and TNPGL's Workman or damage to any property within the course of the execution of the Contract, the Contractor will be solely responsible for payment of Compensation, Medical Aid etc. In case the contractor fails to pay the compensation within a reasonable time, TNPGL may settle the claim and arrange to recover the same from the Contractor.

18.1 PROTECTION FROM ACCIDENT:

The Contractor shall be solely responsible for any accident to his employees, TNPGL's Employees or the Public from any cause whatsoever and he indemnify TNPGL against any item for damage to property or injury to person resulting from any such accidents and shall make steps to properly insure against any claims.

18.2 INSURANCE:

Vehicle insurance should cover all risks. The Car shall be covered by third party risk insurance under motor vehicle act of 1988 to safeguard the interest of TNPGL against all risks involved in hiring and shall be renewed without any lapse. The insurance shall be live during the entire period of contract.

19.0 SUB-LETTING OR TRANSFER:

The Contract is not transferable. The Contractor should not sublet to any other persons or transfer by power of attorney authorizing others to receive payment.

19.1 TNPGL will not however after acceptance of this Contract, pay extra charge for any reasons even in case, the tenderer is found to have misjudged, in his Quotation.

20.0 FORCE MAJURE:

If, at any time during the continuance of this contract the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of Public enemy, acts of Civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by the tenderer to TNPGL within 10 days from the date of occurrence thereof, neither party shall, be reasons of such eventually be entitled to terminate this contract, nor shall have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract shall be resumed as soon as possible, after such eventuality has come to an end or ceased to exist.

Provided that if the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reasons on any eventuality for a period exceeding 10 days, TNPGL may at its option terminate this contract by notice in writing.

21.0 DISCIPLINE:

The Contractor and his Staff should observe strict discipline and decorum while on duty.

22.0 IDENTITY CARDS:

The Contractor should provide an Identity Card to the Driver. Vehicle Pass offered should also be duly signed by the competent authority. The Contractor should have a representative at Valuthur who must be easily accessible and should contact the Officer in person whenever the necessity

23.0 INCOME TAX: Income Tax as applicable will be deducted in monthly bills.

24.0 COMMENCEMENT OF WORK:

The date of commencement of the Contract will be from the date of utilization and the period of contract will be for one year.

25.0 ARBITRATION:

There will be no arbitration and the decisions of Superintending Engineer/ Kuttalam Gas Turbine Power Station/ Maruthur will be final in case of any dispute between the Contractor and TNPGL.

26.0 CORRESPONDENCE:

All correspondence of general and the technical nature may be addressed to the Superintending Engineer/ Kuttalam Gas Turbine Power Station/ Maruthur and the bills may be sent to Superintending Engineer/ Kuttalam Gas Turbine Power Station / Maruthur.

27.0 INDEMNITY BOND:

The successful tenderer should furnish the indemnity Bond on the following form before taking up the work:

I/We.....
Contractor).....

.....Address) do hereby indemnify **the Superintending Engineer/ KGTPS/**

Maruthur against any damages, injury to person, equipments or property resulting from any accident and agree to apply provisions of workmen's compensation Act and take steps to properly insure against any claims there under:

SPECIFICATION NO. SC.No: 04 / 2025 - 2026

TENDER SCHEDULE - A

(To be filled by the Tenderer)

Tender schedule No. : SE/KGTPS/Maruthur / SC..No. 04 /2025-2026

Name of work : Hiring of one number Petrol/Diesel Driven AC Car,
Ambassador or it's equivalent for the official use of the
Superintending Engineer/ KGTPS for 13 Hrs in a day for a period
of one year from the date of utilization.

| Sl.No | Description | Unit | Rate |
|-------|---|------------------|------|
| 1. | Hiring of one number Petrol/Diesel Driven AC Car, Ambassador or it's equivalent for the official use of the Superintending Engineer/KGTPS for 13 Hrs in a day for a period of one year from the date of utilization exclusive of fuel cost but inclusive of lubricant, driver pay, batta any other charges etc. | Per Day | |
| 2 | <u>Retention Charges</u> Retention Charges per hour for the period exceeding 13 Hrs in a day from the time of starting but upto Max of 4 Hrs. | Rate Per Hour | |
| 3 | Retention charges for night halt | Rate / night | |
| 4. | Performance Factor | Km/lit | |
| 5 | GST | | |

SIGNATURE OF THE CONTRACTOR

NAME :

Full Postal Address :

DETAILS TO BE FURNISHED BY THE CONTRACTOR

(a) in respect of the vehicle

1. Make and Type :
2. Year of manufacture :
3. Registration No. and date :
4. Engine No. and date :
5. Permit valid upto :
6. Details of permit :
7. Tax valid upto :
8. Insurance valid upto
9. (mention III party insurance also):
10. Fitness certificate valid upto :
11. Goods & service Tax in Percentage :
12. Performance Factor KM/Litre of Diesel :
13. Whether Reg.No. printed in black
Colour in the yellow Board :
14. Whether registered as Transport Vehicle :

(b) in respect of the contractor

1. PAN number of the owner / Firm :
2. GST Registration No :
3. Details of vehicle to be hired as a substitute
in the absence of the above, if available :

Note:

i) The hire charges should cover driver's salary, bata, night halt charges if any, lubricants like engine oil, road taxes and insurance. The distance in Kilometer will be calculated from the vehicle allotted officers headquarters (Quarters) to the works place and back to headquarters (Quarters) and not from garage to garage of the tenderer.

ii) The Hire Charges for a typical month will be calculated as follows:

Hire charges for month = No.of days utilized in a month x (Rental charge for 13 Hrs. / Day)

Hire Charges for month + $\frac{\text{No. of KM run X cost of diesel/Lit}}{\text{Performance factor (Km/Lit)}}$

+ Retention charges beyond 13 Hrs. in a day+ Retention charges for night halt.

iii) The cost of diesel permissible will be at that prevalent in Maruthur.

Certified that I have gone through the specification in detail and I accept all the condition stipulated thereon.

Contractor's Signature:

Address:

▪

ANNEXURE-I

The Government vide Notification No.29/2019 dated 31.12.2019 amend the Notification No.22/2019 dated 30.09.2019 and stated that if the service of renting of motor vehicle are provided by any person other than a body corporate to a body corporate, where the cost of fuel is included in the consideration charged from the service recipient and does not issue an invoice charging GST@12% to the service recipient, then the service recipient has to pay GST under RCM. Accordingly, TANGEDCO has to pay GST under RCM for availing the service of renting of motor vehicle from a person (including unregistered person) other than a body corporate who does not charge GST@12%.

GST applicability on the motor vehicle hiring service received by TANGEDCO is revised and summarized as below:

CASE :1 Motor vehicle hired from an unregistered person other than a body corporate:

GST is payable under RCM by TANGEDCO with from 1st October 2019 due to the above amendment. Therefore, GST under RCM payable for such hire charges from 1st October 2019. This amendment should be considered for tender evaluation, tender specification, PO terms etc.,

CASE 2: Motor vehicle hired from registered person who has earlier charged GST@ 5% till 30.09.2019 and continue to provide service:

No GST is payable to the registered person and the amount has to be paid under RCM to Government of India.

CASE 3: Motor vehicle hired from registered person who is charging GST @12%:

GST is payable to the vehicle provider directly, based on the invoice claimed and no GST is payable on RCM. The status of vehicle contractor whether Individual, firm, company, etc., need not be verified as GST @12% has to be paid, if claimed by such persons.

Status of vehicle contractor:

The status of vehicle contractor decides the mode of GST commitment as directly to contractor or RCM to Govt. If the contractor is a body corporate, there is no necessity to

TANGEDCO to remit through RCM route. In order to assess the status of vehicle contractor the PAN number can be taken as reference and the following may be noted;

If the 4th digit of PAN is "F", it represents firm.

ii) If the 4th digit of PAN is "P", it represents person i.e., individual. (In both the above cases (i) & (ii), GST under RCM is payable to Government directly by TANGEDCO if they do not charge GST 12%)

iii) If the 4th digit of PAN is "C", it represents company. In such case, GST 5% or 12% is admissible along with their bill.

In case of a vehicle contractor being a body corporate (company), through he is an unregistered person, TANGEDCO need not pay GST under RCM.

Time of Supply:

In case of RCM, the time of supply shall be the earliest of the following dates:

- The date of payment.
- The date immediately after 60 days from the date of issue of invoice by the supplier.

If it is not possible to determine the time of supply, the time of supply shall be the date of entry in the books of accounts of the receipt.

GST under RCM shall be remitted based on the “ Time of Supply” . So, GST under RCM applicability is based on the time of supply and not directly on the invoice date. Hence, GST shall be reported in the GST return depending on the time of supply.