

TAMIL NADU POWER GENERATION CORPORATION LIMITED

SPECIFICATION FOR VEHICLE CONTRACT
(THROUGH E-TENDERING)

FOR

Hiring vehicle for Executive Engineers / MM & S&I Division // MTPS II

Spec.No.CE/MTPS-II/SE/P&A/EE/MM/ AE-2/OT.No.1002 /26-27

O/o. The Chief Engineer

Mettur Thermal Power Station II

Mettur Dam – 636 406.

E- Mail: cemtps2@tnebnet.org

**Service Provider: The Tamil Nadu Government e-Procurement System Website for online
bid submission:<https://tntenders.gov.in>**

INSTRUCTION TO BIDDERS

FOR SUBMISSION OF ONLINE BIDS

INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN L-TENDER

1.0 The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in> only. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited

2.0 Registration

- 2.1 The prospective bidders can upload bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
- 2.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
- 2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
- 2.4 Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 2.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token

3.0 Contact persons:

For queries related to registration and online bidding (NIC):

e-mail : support.etender@nic.in

Contact No.: 044 – 24466495 ,24902580 Extn.: 332 24917850

4.0 System Requirement:

- i. Operating System: Windows XP-SP3 & above.
- ii. Internet browser: IE7 and above.
- iii. Signing type: Digital Signature (class III).
JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level. For detailed guidance about browser and Java configuration the bidders are advised to go through the video guide available under "Bidders Manual Kit" at

<https://tntenders.gov.in/page=BiddersManualKit&service=page>

5.0 Searching for Tender Document:

There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.,

5.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

5.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk

6.0 Preparation of Bids:

6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

6.2 Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

6.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. **One hard copy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TNPGL after opening of the e-tender.**

6.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.,) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

6.5 The completed bid comprising scanned copy of the proof for the payment of EMD/ or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

7.0 Electronic Submission Of Bids:

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

7.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

7.3 Bidder has to select the payment option as **"online"** to pay the EMD amount to the common pool account in the portal .(M/s. NIC portal in integrated with SBI payment gateway services for online collection of tender Fee and EMD and automatic refund & settlement of EMD)

7.4 The scanned copy of payment made through **"online"** towards EMD amount has to be upload.

7.5 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

7.6 **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission**

7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.10 Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- 7.11 The TNPGL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPGL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

8.0 Late Bid:

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time

9.0 Modification and withdrawal of bids:

- 9.1 Bidders may modify their bids online before the deadline for submission of bids.
- 9.2 In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 9.3 No bid may be modified after the deadline for submission of Bids.

10.0 Assistance to Bidders:

- 10.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 10.2 Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk

It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TANGEDCO and the successful bidder (s) subsequent to the bidding process.

TNPGCL
:: METTUR THERMAL POWER STATION – II (1X600 MW)::

1) Tender Specification No.	Specn. No.CE/MTPS-II/SE/P&A/MTPS-II/EE/MM/AE-2/ OT.No.1002/ 2026-27
2) Name of the work	E-tender for providing one number Diesel/Petrol driven Tata Sumo / Mahindra Bolero / Chevrolet Tavera/ Mahindra Xylo etc., on hire basis for the official use of the Executive Engineers / MM & S&I Division / Mettur Thermal Power Station – II for a period of one year i.e. 365 days from the date of commencement of work for the year 2026-27
3) Quantity	As per Schedule
4) Method of Tender	e-Tender system – Two part system https://www.tntenders.gov.in/app of NIC.
5) (a) Earnest money Deposit (EMD)	i)Rs.4,700/- (Rupees Four Thousand and Seven Hundred Only) to the Common Pool Account in the Portal (M/s.NIC Portal is integrated with SBI Payment Gateway services for online collection of Tender Fee and EMD and automatic refund & settlement of EMD) Any other transaction made to TNPGCL will not be accepted. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded ii) e-Bank Guarantee in lieu of EMD for Rs. 4,700/- for 120 days.
Or (b) Permanent EMD	Permanent EMD Holders of Rs. 20 lakhs and above at TNPGCL HQs can participate in this tender without paying separate EMD. Tender Value Up to Rs.10,00,00,000/- Up to Rs.50,00,00,000/- All tenders exceeding Rs.50,00,00,000/-
(I) Rs.10,00,000/- (II) Rs.20,00,000/- (III) Rs.50,00,000/-	
6) URL for online bid submission for e-tender	https://tntenders.gov.in
7) Date of viewing of tender	31.07.2026
8) Last date for submission of EMD	17.08.2026 @14.00 Hrs
9) Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid	17.08.2026@14.00 Hrs

10) Date &time of opening of tender electronically	18.08.2026 @14.30 Hrs
11) Specification at website	The tender specification will be placed at TNPGL website (www.tangedco.gov.in), & NIC website https://tntenders.gov.in The Prospective bidders may view the same
12) Document to be uploaded by the Tenderer during e-submission https://tntenders.gov.in of NIC.	Part I - Techno-Commercial Bid 1) Copy of e-receipt for EMD 2) Schedule 3) Proof for BQR 4) Terms and Conditions and Other documents whichever is applicable Part II - Price Bid
13) Clarification to be sought from	Superintending Engineer / P&A MTPS-II (1x600MW) /Mettur Dam-636406.
14) Place at which tenders will be opened	Office of the Superintending Engineer, P&A MTPS-II (1x600MW) / Mettur Dam-636406.
15) BQR	1. Tenderer should possess the certificate for having registered the Diesel/Petrol driven vehicle in his/her own name. 2. The date of First registration of the vehicle to be offered for hiring should be within 7 years on the date of opening of Tender. Note: The Documentary proof for the above BQR shall be uploaded with the tender online, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR Criteria after Tender Opening, in the office of the Tender Inviting Authority.

Sd/-
Superintending Engineer/P&A
for Chief Engineer,
Mettur Thermal Power Station – II
Mettur Dam-636406.

Copy to all Superintending Engineers / MTPS-II / Mettur Dam

Copy to the Financial Controller / MTPS II

Copy to the Executive Engineer / MM / MTPS-II / Mettur Dam-6.

Copy to the EA/SE/P&A/MTPS-II to display this notice in notice board.

Copy to the EA/CE /MTPS-II to display this notice in notice board.

TNPGCL
METTUR THERMAL POWER STATION-II

Specn No: CE/MTPS-II/SE/P&A/EE/MM/ AE-2/OT.No.1002/26-27

Name of the work: MTPS-II(1X600 MW) – Purchase & Administration Circle – MM and S&I Division – Provision of one number Diesel/Petrol driven Tata Sumo / Mahindra Bolero / Chevrolet Tavera/ Mahindra Xylo etc., on hire basis for the official use of the Executive Engineers / MM & S&I Division / Mettur Thermal Power Station – II for a period of one year i.e. 365 days from the date of commencement of work for the year 2026-27

BID QUALIFICATION REQUIREMENT

The bidder shall become eligible to bid on satisfying the following bid qualification requirements and uploading of the required documentary evidences.

1. Tenderer should possess the certificate for having registered the Diesel/Petrol driven vehicle in his/her own name.
2. The date of First registration of the vehicle to be offered for hiring should be within **7 years** on the date of opening of Tender.

Note:

The Documentary proof for the above BQR shall be uploaded with the tender online, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR Criteria after Tender Opening, in the office of the Tender Inviting Authority.

Sd/-
Chief Engineer
Mettur Thermal Power Station – II
Mettur Dam-636406.

TNPGCL
METTUR THERMAL POWER STATION-II

Specn No: CE/MTPS-II/SE/P&A/EE/MM/ AE-2/OT.No.1002 /26-27

Name of the work: MTPS-II(1X600 MW) – Purchase & Administration Circle – MM and S&I Division – Provision of one number Diesel/Petrol driven Tata Sumo / Mahindra Bolero/ Chevrolet Tavera/ Mahindra Xylo etc., on hire basis for the official use of the Executive Engineers / MM & S&I Division / Mettur Thermal Power Station–II for a period of one year i.e. 365 days from the date of commencement of work for the year 2026-27

TENDER SCHEDULE

Sl. No.	Details of Work	Description	RATE/DATA (Both in figures and in words)
1	Hire charges for Provision of one number Diesel/Petrol driven Tata Sumo / Mahindra Bolero / Chevrolet Tavera/ Mahindra Xylo etc., on hire basis for the official use of the Executive Engineers / MM & S&I Division / Mettur Thermal Power Station – II including driver salary, Batta etc., excluding cost of diesel.	a) Hire charges per day of 12 hours b) Retention charges per hour for the period of exceeding 12 hours in a day.	Rs. / Per day Rs. / Per hour
2	Per Liter	Fuel consumption offered for the vehicle to be provided	 Kms per liter

(If the Petrol Driven Vehicle is quoted, the tenderer should agree to run the vehicle on par with Diesel rate)

NOTE :

- (1) **Make & Model of the Vehicle, driven type Diesel/Petrol** should be clearly mentioned in the description of Work of the Tender Specification
- (2) Diesel/Petrol, oil etc. required for the vehicle hired shall be supplied by the contractor.
- (3) Cost of diesel/Petrol consumption @ minimum 10 km/ltr. (or) the diesel/Petrol consumption offered vide item (2) of the above schedule whichever is higher only will be taken for evaluation purpose.
- (4) Diesel/Petrol consumption @ 10 km / ltr. (or) the diesel consumption offered by the contractor whichever is higher only will be reimbursed at the prevailing market rate charged by Public Sector Oil companies like IOC, HPC & BPC. Cost of Lubricants will not be reimbursed.
- (5) Retention charges for fraction of an hour accrued there will be paid proportionately.
- (6) The hired Vehicle shall run for an average of 1100 KM per month approximately based on the past experience. This may vary depending on the site condition.

(7) The hired vehicle shall be engaged for an average over time of 12 Hours / month (Exceeding 12 Hours in a day) approximately based on the past experience. This may vary depending on the site condition. Retention charges will be paid accordingly.

II. DETAILS OF VEHICLE POSSESSED :

1. Name of the Owner :
2. Registration No. :
- 3 Date of Registration :
4. Date of Expiry of F.C :
5. Details of Insurance : From ----- -- To -----
6. Date of expiry of permit :
7. Date of expiry of Road Tax :

I agree to abide by the terms and Conditions of the above specification.

SIGNATURE OF THE CONTRACTOR
WITH ADDRESS.

Sd/-
Chief Engineer
Mettur Thermal Power Station-II,
Mettur Dam -636 406

METTUR THERMAL POWER STATION-II / METTUR DAM

Specn No: CE/MTPS-II/SE/P&A/EE/MM/ AE-2/OT.No.1002/26-27

Name of the work: MTPS-II (1X600 MW) – Purchase & Administration Circle – MM and S&I Division – Provision of one number Diesel/Petrol driven Tata Sumo / Mahindra Bolero / Chevrolet Tavera/ Mahindra Xylo etc., on hire basis for the official use of the Executive Engineers / MM & S&I Division /Mettur Thermal Power Station – II for a period of one year i.e. 365 days from the date of commencement of work for the year 2026-27.

1-0) SCOPE: The scope of supply under this contract is to provide one number Diesel/Petrol driven Tata Sumo / Mahindra Bolero / Chevrolet Tavera/ Mahindra Xylo etc., on hire basis for the official use of the Executive Engineers / MM & S&I Division / Mettur Thermal Power Station – II for a period of one year from the date of commencement of work for the year 2026-27 at site, office premises of Mettur Thermal Power Station-I & II, towns nearby and occasionally for long distance travels within TAMILNADU and other nearby States.

2-0) RATES:

2-1) The tenderer should quote the rates electronically in the schedule even through <https://tntenders.gov.in> at NIC.

2-2) It should be noted that any revision in rates after opening of E- tenders will not be considered. The rate should be firm till the completion of the contract.

2-3) The TNPGL reserves the right to accept the lowest tender. The TANGEDCO reserves the right to reject any tender in accordance with rule 12 (1) & (2) of the Tamil Nadu Transparency in Tender Act 1998.

3-0) BID QUALIFICATION REQUIREMENT:

The bidder shall become eligible to bid on satisfying the following bid qualification requirements and uploading of the required documentary evidences.

3-1) The Tenderer should possess the certificate for having registered the vehicle in his/her own name.

3-2) The date of First registration of the vehicle to be offered for hiring should be within **7 years** on the date of opening of Tender.

Note: The Documentary proof for the above BQR shall be uploaded with the tender online, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR Criteria after Tender Opening, in the office of the Tender Inviting Authority.

4-0) Additional Documents:

Attested Copies/Scanned Originals of Ownership Certificate (Registration certificate), extract of permit, Fitness Certificate, Insurance Certificate, and scanned copy of the E-receipt duly reflecting the UTR Number towards the payment of EMD through ON line payment mode and documental proof for road tax paid are to be uploaded in <https://www.tntenders.gov.in/nicgep/app> at NIC website.

5-0) EARNEST MONEY DEPOSIT:

- a) Tenderer should pay the specified amount towards Earnest Money Deposit as follows: Earnest Money Deposit : **Rs.4,700/-** (Rupees Four Thousand and Seven Hundred Only)
- b) The Earnest Money Deposit specified above should be in the form of ONLINE for the above amount to the Common Pool Account in the Portal. (M/s.NIC Portal is integrated with SBI Payment Gateway services for online collection of Tender Fee and EMD and automatic refund & settlement of EMD) Any other transaction made to TNPGL will not be accepted. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded (or)
Tenderer may pay the specified amount towards Earnest Money Deposit **Rs.4,700/-** (Rupees Four Thousand and Seven Hundred Only) as e-BG.

6.0) REJECTION OF TENDERS:

- I. Tenders will be SUMMARILY rejected if
 - a) The EMD requirements are not complied with.
 - b) The Earnest Money Deposit specified above should be in the form of ONLINE for the above amount to the Common Pool Account in the Portal. (M/s.NIC Portal is integrated with SBI Payment Gateway services for online collection of Tender Fee and EMD and automatic refund & settlement of EMD) (or) The Earnest Money Deposit specified above should be in the form of e BG. Any other transaction made to TNPGL will not be accepted. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded.
 - c) Not satisfying any one of the Bid Qualification Requirement.
 - d) If any tenderer withdraws his tender after submission and after opening before acceptance, the EMD paid by him / her will be forfeited.
 - e) In the event of the documents furnished with the offer being found to be bogus/forged/fabricated or the documents contains false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders / contracts in TNPGL.
 - f) The tender is not in the prescribed form.
 - g) From any black listed firm or contractor.
 - h) Received by Telex / Telegram / E-Mail / Fax / Post/Courier or any other physical format.
 - i) If the e BG Validity less than one year as per Specifications.

The tender of any person is liable to be rejected if.

- a) His tender does not confirm to board's technical specification.
 - b) His terms relating to payment does not confirm to Board's commercial terms.
 - c) He is directly or indirectly connected with government service or the Board's service or service of a local authority and
 - d) His past performance or vendor rating is not satisfactory.
- 7.0) The Earnest Money Deposit will be retained in the case of successful tenderer/tenderers and will not carry any interest. It will be dealt with as provided in the tender. When the tender is accepted, the tenderer whose tender is under consideration shall be view with their Login, User ID & Password on the date fixed by E-Mail intimation to him.

8-0) SUBMISSION TENDER:

The E-tender "Tender for Provision of one number Diesel/Petrol driven Tata Sumo / Mahindra Bolero / Chevrolet Tavera/ Mahindra Xylo (or) equivalent, on hire basis for the official use of the Executive Engineers / MM & S&I Division / Mettur Thermal Power Station – II for a period of one year i.e. 365 days from the date of commencement of work for the year 2025-2026 with Specn. No. Should be uploaded electronically in <https://tntenders.gov.in> of NIC. The tenders received in other forms will be summarily rejected.

8-1) The offers will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer/P&A/MTPS-II(1x600MW) MetturDam-636406, through <https://tntenders.gov.in> of NIC. in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

8-2) The Vehicle should be supplied only after entering into an agreement.

8-3) Each tenderer must furnish their PAN Card Number assigned by the Income Tax authorities in their tender.

8-4) The Vehicle registration number and the date of first registration should be furnished in the Schedule.

9-0) SECURITY DEPOSIT:

1.) In the event of contract being awarded, the successful tenderer should remit the necessary Security Deposit by NEFT/ RTGS drawn in favour of Superintending Engineer /P&A / Mettur Thermal Power Station-II payable at Mettur Dam for an amount of 5% of the contract value less the EMD already paid. This amount will be refunded on satisfactory completion of the contract. The Security Deposit made by the successful tenderer will not bear any interest. The security deposit should be paid on receipt of acceptance letter before execution of agreement.

2. If the successful tenderer fails to remit necessary Security Deposit as stated above and execute necessary agreement soon after his tender is accepted, the Earnest Money Deposit will be forfeited by the TNPGL. His backing out will be noted while considering any of his future tenders.

You are requested to furnish immediately the E-payment receipt duly reflecting UTR number for having deposited the S.D. amount. The security deposit should be paid on receipt of acceptance letter before execution of agreement. The contract will become effective only if the S.D is paid.

3. The S.D. / ~~S.D cum PBG~~ shall be paid within 15 days from the date of receipt of the acceptance order. If the successful tenderer / supplier fails to remit the amount / furnish the Security Deposit cum Performance Guarantee within the above stipulated time, the EMD paid by the tenderer / supplier may be forfeited and Purchase Order may be cancelled without any further reference.

Security Deposit ~~cum Performance Guarantee~~ will not carry any interest and the same will be returned on satisfactory completion of guarantee period. The bill will not be passed without SD/SD cum Performance Guarantee. TNPGL also reserved the right to accept the belated payment of Security Deposit /SD cum Performance Guarantee with levy of penal interest **12% per annum for the delayed period.**

~~4. In case of failure to remit the SD by the L1 tenderer within the prescribed period, the award may be made to L2 Tender. The belated payment of Security Deposit shall not be accepted.~~

~~5. If the successful tenderer fails to remit necessary Security Deposit as stated above and execute necessary agreement soon after his tender is accepted, the Earnest Money Deposit will be forfeited by the TNPGL. His backing out will be noted while considering any of his future tenders.~~

6. The SD amount shall be refunded on satisfactory completion of the contract; Security Deposit made by the successful tenderer will not bear any interest.

10-0) OWNERSHIP AND OTHER DETAILS OF VEHICLE:

The tenderer should possess the vehicle in his / her name. The contractor should have registered the vehicle in his / her name.

11-0) PERIOD OF CONTRACT:

The contract will be for the period of 365 days from the date of commencement of work.

The TNPGL reserves the right to terminate the agreement without assigning reasons and giving any notice to the contractor.

12-0) CLAIMING BILLS:

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 month to the officer to whom the vehicle is allotted for arranging payment.

13-0)CONTRACTOR'SFAILURE:

If the contractor fails to fulfill the terms and conditions of the contract or unable to provide vehicle the TNPGL has got the right to engage vehicle from other agency and the resultant extra expenditure if any to the TNPGL will be recovered from the contractor either from the outstanding bills or from the Security Deposit. The contract is liable to be terminated by the Chief Engineer/MTPS-II if the tenderer withdraws or does not take up the work after receipt of acceptance order from this office. In either case the Security Deposit and Earnest Money Deposit will be forfeited.

14-0) DISCIPLINE:

The contractor and the staff of the contractor should observe strict discipline and decorum on duty.

15-0) IDENTITYCARDS:

The contractor should provide identity card to the driver of the vehicle. The driver of this vehicle shall not indulge in any unlawful activities inside the MTPS-II premises. If found indulged in any unlawful act, the contractor shall immediately withdraw the driver and arrange a another driver. In case of any dispute in this regard, the decision of the CE/MTPS-II is final.

16-0) OTHER CONDITIONS:

16-1) The vehicle supplied should be in perfect road worthy condition.

16-2) The Vehicle must be substituted within half-an-hour in case of break down.

16-3) The owner should make his / her own arrangement for the accommodation of driver and parking of the vehicle both at Headquarters and at outstation while on tour.

16-4) No extra charges in any form should be claimed for halting outside the headquarters (ie) Mettur Dam.

16-5) The driver must be provided with sufficient money while on long distance journey so that breakdown repairs could be attended immediately.

16-6) The driver should wear tight fitting dress in white & white uniform.

16-7) Repair tools and Stephney tyre in good condition should be available in the vehicle all the time.

16-8) The vehicle should have 'T' permit so as to facilitate to go outstations occasionally, and symbol 'T' should find a place in the number plate of the hired vehicle. The contractor shall take "T" permit for journey to Bangalore etc., outside Tamil Nadu whenever necessary.

16-9) The vehicle should be covered by comprehensive insurance under motor vehicle act of 1939 to safeguard the interest of the TNPGL against all risks involved in hiring of the same.

16-10) The registration number of the hired vehicle shall be only in black on yellow background.

16-11) The contractor shall furnish the details of the vehicles available in his/her name and also the details of vehicles that could be arranged as substitute vehicle viz. Make Registration No. and date, F.C., details etc.

- 16-12) The R.C. book and comprehensive insurance cover note along with other relevant documents should be produced for verification and return at the time of entering into the contract and after subsequent renewal. Any failure in this regard will result in forfeiture of E.M.D.
- 16-13) Diesel/Petrol required for the vehicle to be hired shall be arranged by the contractor. Cost of Diesel consumption as per performance factor given by the Contractor should only be reimbursed at the prevailing market rate charged by Public Sector Companies like Indian Oil Corporation, Hindustan Petroleum Corporation and Bharat Petroleum Corporation.
- 16-14) The driver for the vehicle to be hired shall be provided by the contractor. All payments such as salary, Daily batta. Allowances etc. for the driver shall be paid by the contractor.
- 16-15) The driver shall have a valid driving license and should be produced as and when called for by the competent authority. The driver once deployed to drive the vehicle shall normally be kept in service till the expiry of the contract.
- 16-16) Repairs if any to the vehicle to be hired shall be carried out by the contractor. If the substitute vehicle is not provided within half-an-hour of breakdown of the hired vehicle proportionate hire charges per hour should be recovered for non-supply period. In addition one percent of the rate per day should be recovered for each hour of non- supply.
- 16-17) At the time of any accident to the hired vehicle, it is the full responsibility of the contractor to see that necessary compensation etc. is settled besides arranging medical aid.
- 16-18) The contractor shall be responsible for any violation of the provisions of the contract by him / her or the driver.
- 16-19) In case of dispute the decision of the Chief Engineer/MTPS-II(1x600MW) shall be final and binding.
- 16-20) Any notice to the contractor shall be deemed to be sufficiently served if given or left in writing at his / her usual or last known address or abode of business, as well as the notice Board of the officers.
- 16-21) The TNPGL has absolute powers to cancel the contract without notice. The contractor should not paint the letter TNPGL either in windshield or in the body of vehicle to be supplied for the above contract. However a play card may be displayed with the words "ON CONTRACT WITH TNPGL." in the wind shield of the vehicle.
- 16-22) The successful tenderer should execute the undertaking and certificate in a non-judicial stamp paper of value Rs.500/- along with the agreement.
- 16.23) The seats should be covered with new towels from day one and the towels in the seat should be washed periodically. Air fresheners are to be provided in the vehicle. If towels are not washed and air fresheners are not provided even after 2 days from the instructions of controlling officer, a penalty of Rs.100/- per day will be levied from the 3rd day.
- 16.24) The driver engaged for the hire vehicle should always be available with the vehicle to attend the official trips and emergency trip whenever called for. Suitable penalty will be levied if vehicle cannot be used due to non availability of driver in the vehicle.

16.25) The driver engaged for the hired vehicle shall be strictly instructed to behave properly with all employees of TNPGL. If any driver is found to misbehave towards lady employees of TNPGL while engaged for official trips, the contractor will be terminated immediately without any explanation from the contractor's side.

16.26) The tenderer is instructed not to carry any plastic materials to inside the plant premises and also the contractors are responsible to maintain the plastic free environment at their respective work place and if any plastic material is found at or around their work spot suitable penalty will be imposed to the concern agency.

17-0) SAFETY AND SECURITY:

17-1) All regulations to drive vehicles in public roads as per M.V.Act in vogue will also be applicable to the private roads inside M.T.P.S - I & II campus.

17-2) Speed restrictions to drive the vehicle inside the M.T.P.S – I & II premises is 10 K.M / Hr. and this should be followed strictly.

17-3) The vehicle should be parked in places specified by for that purpose should not be parked in 'NO PARKING' area.

17-4) No entry and other traffic instructions displayed inside M.T.P.S – I &II premises should be strictly followed and any violations to these traffic instructions are liable for levying penalty, as decided by the Officer in-charge of the vehicle hired.

17-5) The driver / owner of the vehicle will have to abide by the safety and security regulation being enforced by the security team under the control of Superintending Engineer/P&A/MTPS-II from time to time.

18-0) APPEAL:

Any tenderer aggrieved by the order of the Tender accepting authority (competent Authority) may prefer an appeal to the TNPGL within 10 days from the date of receipt of order.

19-0) COMPLAINTS:

If the contractor faces any difficulty in carrying out the work, experience delay in payment etc., he can make a written representation to the Superintending Engineer/P&A /MTPS-II.

20.0) FINALISATION OF LOWEST TENDERER (L1):

If the tenderers have quoted various rates for Hire charges, Retention charges and Performance Factor, the lowest tenderer (L1) will be arrived at as follows:

(i) Minimum Hire charges for 25 days per month, Retention charge 10 hours per month and minimum 60 KM run per day shall be taken into account and arrived at accordingly.

21-0) COURT SUITS:

No suit or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court says in the City Civil Court 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 proceedings even though part of the cause of action arises within their jurisdiction. In case any part of the cause of action arises within the jurisdiction or any court in Tamil Nadu, and not in the courts in Chennai city then it is agreed to between parties that such suit or proceedings shall be instituted in a court within Tamil Nadu and no other any part of the court of the action might arise within the jurisdiction of such courts.

22.0) CONTRACTOR'S RESPONSIBILITY:

22-1) The contractor shall be responsible for the safe operation of the vehicle. For any loss or damages to the vehicle or to the persons traveling, due to carelessness of the driver, or any other causes, the contractor will be responsible and department will not take any responsibility on this account.

22-2) The contractor should see that trip sheets are written daily and got attested by the officer nominated for the purpose.

22-3) In case the Kilometer reading is not recorded due to defect in system, then the kilometer assessed by the officer who is actually utilizing the vehicle will be final. However the defect should be rectified immediately.

23-0) WORKING HOURS:

23-1) The vehicle should be available for use normally between 08.00 am to 08.00 pm (12 hours a day) on all working days.

23-2) The vehicle should be readily available if called for on holidays and before or after the working hours when necessity arises.

23-3) Payment claims should not be preferred for the days on which the vehicle was not requisitioned by the officer concerned.

23-4) The distance and time for claiming hire charges are as follows:

(a) Distance from residence of the officer to MTPS-II site and from MTPS-II site to residence of the officer in charge of the vehicle (b) Starting time from the residence of the Officer and the leaving time at the residence of the Officer in charge of the vehicle. (c) The time of starting from the residence of the owner of the vehicle and distance between his residence and the residence of the Officer and vice versa shall not be taken into account.

24-0) ACCIDENT AND DAMAGES:

In case of any accident caused to any person including the contractor's and TNPGL's workmen or damage to any property in 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, the TNPGL may settle the claim and arrange to recover the same from the contractor.

25-0) PROTECTION FROM ACCIDENT:

The contractor shall be solely responsible for any accidents to his employees, or the public from any cause. What so ever and he shall indemnify the TNPGL against any item for damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims.

26-0) INSURANCE:

The contractor shall take Vehicle insurance to this vehicle as per M.V. Act in force for the entire period of contract.

27-0) VALIDITY OF TENDER:

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

28-0) ARBITRATION:

There will be no arbitration and the decision of the Superintending Engineer/P&A/MTPS-II will be final in case of any dispute between the contractor and the TNPGL.

29-0) SUBLETTING OR TRANSFER:

The contract is not transferable. The contract should not be sublet to any other persons or be transferred by power of attorney authorizing others to receive payment.

30-0) LIQUIDATED DAMAGES:

If the contractor fails to deliver the vehicle for replacement of the defective vehicle within 30 minutes of the breakdown of the vehicle TNPGL recover from the contractor, LD as given below.

1. Proportionate hire charges / hour will be recovered for non-supply period in the event of the vehicle supplied during the day and breakdown occur.

2. If the vehicle is not at all provided in a day, penalty shall be levied at the awarded rates / day.

3. During the breakdown of hired vehicle necessary substitute vehicle is to be provided. Of the officer feels that the substitute vehicle provided by the contractor is not in good condition penalty will be imposed by the officer concerned.

4. LD shall not exceed 10% of the contract value in total.

5. If the vehicle is not provided during extra hours on demand, a penalty of Rs.200/- will be imposed per occasion in respect of 12 hrs vehicle.

31-0) PENALTY FOR NOT PROVIDING VEHICLE:

If the vehicle is not provided by the contractor for any day, for any reason, without the consent of the officer concerned, a penalty of Rs.500/- (Rupees five hundred only) per day or penalty contained in the liquidated damages clause whichever is higher will be levied and the same will be recovered from the subsequent bills due to the contractor. Penalty if any shall be recovered from any amount including security deposit, retention amount, balance payment etc., due to the contractor. The penalty will hold good for not providing the vehicle for long distance travel on official tour outside the Tamil Nadu also.

32-0) FORCE MAJEURE:

32-1) 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, lock outs, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then provided notice of the happening of any such eventuality is given by the tenderer to the TNPGL within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality 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 practicable after such eventuality has come to an end or ceased to exist.

32-2) Provided that if the performance in whole or partly by the tenderer or any obligation under this contract is prevented or delayed by reasons on any eventuality for a period exceeding 60 days, the TNPGL may at its option terminate this contract by notice in writing.

33-0) POWER TO RELAX:

Notwithstanding anything contained in any of these regulations TNPGL or competent authority specified in regulation shall have the right to relax or waive any of the conditions stipulated in the tender specifications.

34-0) INDEMNITY BOND:

The contractor hereby indemnify TNPGL against any loss or damages, for injury to persons (or) property resulting from any accident and provisions of motor vehicle Act and other statutory act and will take steps to properly insure against any claim there under.

35-0) INCOME TAX:

The photo copy of the Income tax PAN card issued by the Income tax department may be furnished.

36-0) PAYMENT:

95% payment will be made every month on production of bill for the preceding month and balance 5% will be released after satisfactory completion of the contract. The order of the TNPGL on such appeal shall be final. The TNPGL may, pending the exercise of their powers under this section, pass such interlocutory orders as they may deem fit.

37-0) GOODS AND SERVICE TAX:

You have to furnish GST Registration certificate if applicable. If GST is not applicable you are requested to furnish an undertaking as below.

"GST commitment on account of crossing threshold exemption limit be discharged to GST authorities concerned by me and the TNPGL need not pay GST commitment if any arise on account of crossing the limit after awarding the contract. I also undertake that TNPGL will not be responsible for any GST evasion by me in respect of this transaction".

38-0) SPECIAL CONDITION:

The tenderer is instructed not to carry any plastic materials to inside the plant premises and also the contractors are responsible to maintain the plastic free environment at their respective work place and if any plastic material is found at or around their work spot suitable penalty will be imposed to the concerned agency.

Sd/-

Chief Engineer,
Mettur Thermal Power Station – II
Mettur Dam-636406.

ANNEXURE - I

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

This undertaking executed at Mettur dam on this(Date) (Month) Two Thousand and Twenty Six by M/s..... registered under Companies Act, 1956 having its registered office at herein after called the contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the TNPGL a statutory authority, a body corporate constituted as per provision of G.O.MS.No.100, Dt.9.10.2010, having its registered Office at No.144, Anna Salai, NPKRR Maaligai, Chennai - 600 002 herein after called the purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns.)Dated

Whereas the contract is for the supply of.....of terms of the Rate Contract Order No.....Dated:.....

And whereas in accordance with Clause.....of the above said P.O. certain terms were stipulated for the above supply.

And Whereas in accordance with Clause..... of the above mentioned Rate Contract Order the contractor has to furnish an undertaking that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the High Court, Chennai City Civil Court of Chennai or other Court of small causes at Chennai, as the case may be.

In consideration of the TNPGL having agreed to accept the undertaking the Contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Chennai City Civil Court at Chennai or at the Court of small causes at Chennai. 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 the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the Tamil Nadu, then it is agreed to between the parties that such suits on 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.

In witness where of Thiru..... of M/s.
..... hereby put his hand and seal for due observance of the Undertaking in the presence of the following witnesses.

Company Seal :

In the presence of witnesses

1.

2.

Signature :

Name :

Designation :

Company :

Date :

ANNEXURE – II

INDEMNITY BOND:

NAME OF WORK:

I/ We.....(Contractor)

(Address.....)

do here by indemnify TNPGL against any loss or damages or injury to person (or) property resulting from any accident and provisions of workmen's compensation act and will take steps to properly insure against any claim .

Signature of the contractor

Date:

Seal :

ANNEXURE - III

IF GOODS & SERVICE TAX NOT APPLICABLE FURNISH THE FOLLOWING CERTIFICATE CERTIFICATE

I/We(Name).....

..... (Address) have not attained the turn over limit (Now Rs.20 lakhs) during previous year for getting Registration with Goods & Service Tax Department.

I/We have not quoted Goods & Service Tax as my / our turnover limit is within the threshold exemption limit (Now Rs. 20 lakhs) during financial year.

SIGNATURE OF CONTRACTOR

Date:

Name & Address of the Contractor with seal

Place:

UNDERTAKING

I/We.....(Name)

.....(Address) hereby undertake that GST commitment on account of crossing threshold exemption limit will be discharged to GST Authorities concerned by me / us and the **TNPGCL** need not pay GST commitment if any arise on account of crossing the limit after awarding the contract. I/we also undertake that TANGEDCO will not be responsible for any GST evasion by me /us in respect of this transaction.

SIGNATURE OF CONTRACTOR

Date:

Name & Address of the Contractor with seal

Place:

NOTE : For Registration of GST : Annual Turnover is more than Rs.20 lakhs in previous year Payment of GST Exemption turnover limit for payment of GST is not exceeding Rs.20 lakhs during the financial year.

GOODS & SERVICE TAX DETAILS:

State whether GST

: APPLICABLE

NOT APPLICABLE

(Tick the correct one)

If applicable furnish the following:

- | | | | |
|-------|-----------------------------------|---|--------|
| (i) | GST Registration Number | : | |
| (ii) | GST Code | : | |
| (iii) | GST Account Code | : | |
| (iv) | If liable to pay Tax by virtue of | : | AGREED |

Exceeding exemption limit, I have quoted
GST only for 40% of hire charges
after taking into account of 60% abatement.

SIGNATURE OF THE CONTRACTOR

NAME AND ADDRESS OF THE CONTRACTOR WITH SEAL