

****TAMIL NADU TRANSMISSION CORPORATION LIMITED****

Enq.No. 25/26-27

Name of the work: Providing of 1 No. Petrol /diesel driven van (from 7 years to 10 years of registration of vehicle on the date of opening of tender) and on hire basis for the use of **EE/P&C/ Villupuram** for a period of **One Year** from the date of utilization.

1.0 SCOPE: The Scope of work under this contract is to provide one No. Petrol / Diesel driven Mahindra/TATA SUMO/Mahindra Marshall,/Commander /TAVERA Chevrolet similar type van for the use of **EE/P&C/ Villupuram** on all working days from 7.30 a.m. to 8.30 p.m. to areas under his jurisdiction in Tamil Nadu and Pondicherry for inspection etc.,

2.0 Rates:

2.1 The tenderer should quote the rates for all items covered in the enclosed schedule. The rates should be quoted in both figures and words without room for any ambiguity. The contractor may visit site before quoting. To allow petrol driven vehicle in addition to diesel driven vehicle for all type of Hiring vehicle the tenderer agrees to run the vehicle on par with diesel rate.

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

3.0 Earnest money deposit (E.M.D.) :

3.1 Earnest Money of Rs.6600/- (Rupees six thousand six hundred only) should be remitted in Cash/DD receipt for the same obtained from the TANTRANSCO Collection Account, Chennai – 2 or a Demand Draft for the above amount should be drawn in favor of the TANTRANSCO Collection Account, Chennai – 2 and the receipt should be submitted to the Superintending Engineer/P&C/Chennai-16.

3.2 Tender should be sent in “Double Covers” system. Tender offer should be put in sealed cover(inner cover). The receipt for having paid the EMD as prescribed in the tender condition, along with the sealed cover obtaining the tender, should be kept in the outer cover. On opening the outer cover, if it is found that EMD deposit has been paid, then only the tender cover(inner cover) will be opened. Otherwise it will not be opened at all.

3.3 Cheque and Bank Guarantee enclosed to the tender are not acceptable and such tender will summarily be rejected.

3.4 Tenders received without cash receipt or the demand draft will be rejected. Any request to account the EMD already paid to some other tender to adjust from any pending bill as EMD of unsuccessful tender will be refused. Rejection of tenders will be intimated to the individuals in writing as soon as tenders are finalized.

3.5 The Earnest money deposit (EMD) furnished by the tenderer will be forfeited after tender opening if

- (a) They withdraw the tender or backs out after acceptance.
- (b) They withdraw the tender before the expiry of validity period stipulated in the specification or fail to remit the security deposit .
- (c) They violate any of the provisions of these regulations contained herein.
- (d) They revise any of the terms quoted during the validity period.
- (e) The documents furnished with the offer is found to be bogus or the documents contain false particulars , the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANTRANSCO.
- (f) GST @ 18% shall be recovered additionally from the supplier/Contractor/ Tenderer as per the GST provisions for forfeiture of SD. The forfeiture of EMD will not attract GST.

4.0 Due date for tender opening:

- 4.1 The tender in sealed cover subscribed as 'sealed Tender' for 1 No. Petrol/diesel driven vehicle on hire basis for the use of **EE/P&C/ Villupuram** and his staff due dated 11:00 hrs on dated **22.09.2026**.
- 4.2 The tender will be opened at 15:00 hrs in the presence of tenderer or his representative who are present.
- 4.3 The Superintending Engineer/P&C/Chennai-16 reserves the right to reject any or all the tenders or split up the tender and award the contract without assigning any reason.

5.0 Security deposit:

- 5.1 The successful tender on receipt of intimation about the acceptance of his/her tender should remit the Security Deposit of Rs.33,000/- (Rupees Thirty three thousand only). This amount shall be refunded on satisfactory completion of the contract. The EMD of Rs.6,600/- (Rupees six thousand six hundred only) remitted by you will be adjusted against the above Rs.33,000/- and requested to remit the balance Rs.26,400/- (Rupees twenty six thousand four hundred only) in TANTRANSCO Collection Account, Chennai-2 towards Security Deposit with in 15 days from the award of contract and produce the receipt to Superintending Engineer Protection & Communication/Chennai-16, for verification and return. The Security Deposit will be released on satisfactory completion of the contract. The Security Deposit will not carry any interest.
- 5.2 If the contractor fails to deposit necessary additions, execute necessary K2 agreement immediately after this order is received or fails to provide the vehicle, backs out or unable to continue the contract then the Security Deposit remitted the tenderer will be forfeited. His/Her backing out will also be noted while considering any of his future tenders.

The Earnest Money will be refunded to the successful tenderer only after completion of the contract satisfactorily. The successful tenderer in whose favor the order is issued should remit additional Security Deposit if any called for by the TANTRANSCO LTD. If the successful tenderer either fails to remit the Security Deposit amount or backs out or unable to continue the contract then the EMD remitted by tenderer will be forfeited.

6.0 Details of vehicle:

The contractor should give full details of vehicles, which he intends to let on hire. The date of first registration of the vehicle offered from 7 years to 10 years on the date of opening of tender and should be in top 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 the tenderers.

- 7.0 Period of contract:** The period of contract may be in force up to **One year** from the date of utilization. The TANTRANSCO reserves the right to terminate the contract after giving 30 days notice to the contractor.

- 8.0 Payment:** 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 officer's concerned to whom the vehicle is allotted for arranging payment.

9.0 Goods service tax :

All guidelines regarding GST in force are applicable.

10.0 Contractor's failure: If the contractor fails to fulfill the terms and conditions of the contract or unable to continue the work, the TANTRANSCO LTD has got the right to engage any other agency for the work and the resultant excess expenditure if any incurred by the TANTRANSCO LTD will be recovered from the contractor either from his/her Security Deposit or from the outstanding bills. The contract is liable to be terminated if the contractor withdraws or unable to continue or not taking up the works. In either case, the earnest money deposit and security deposit will be forfeited.

11.0 Discipline: The contractor and his/her staff should observe strict discipline and decorum, while on duty.

12.0 Conditions:

- (1) The date of first registration of the vehicle from 7 years to 10 years period prior to the date of opening of tender. The vehicle offered for hiring should be in the name of owners (ie) tenderer or tendering firm or in the name of partner if the firm/ Individual in partnership firm/Individual. If the vehicle is not in the name of tenderer, Consent letter obtained from the owner of the vehicle in non-judicial stamp paper of value Rs.80/- should be enclosed along with the tender.
- (2) The vehicle should be available on all working days.
- (3) In case the vehicle is requisitioned on a holiday, the vehicle should be made available.
- (4) A spare vehicle must be substituted within half an hour in case of breakdown.
- (5) The owner should make his own arrangement for the accommodation of the driver.
- (6) Repairing tools and stepney should be available.
- (7) Whenever the vehicle is taken out on camps warranting night halts outside the headquarters no batta will be paid to the Driver and batta, if any, should be paid by the tenderer. The number of such halts outside will be limited only to the minimum necessary extent warranting the officers' tour programme. Number of halt outside the headquarters per month cannot be furnished in advance. The halts are to be made anywhere in Tamil Nadu and Pondicherry
- (8) The total Km. run by the vehicle will be calculated from the head quarters of the TANTRANSCO Ltd. , Officers to their work site and back to Head Quarters and not from the garage to garage of the tenderer.

13.0 Validity of tender: The tender shall be valid for 120 days from the date of opening of the tenders.

14.0 Complaints: If the contract faces any difficulty in carrying out the work, experience delay in payments etc., he / she can send a written representation to the SE/ P&C/ Chennai16.

15.0 Court suits: No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court, save in the appropriate 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 might arise within their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction or courts outside Tamil Nadu, then it is agreed to between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

16.0 Schedule of items; The tender should be submitted only in schedule forms enclosed. The tenders received in other forms will be rejected summarily.

17.0 The contractor shall be solely responsible for the safe operation of the vehicle. For any loss or damages/accident to the vehicle or to the costly testing equipments transported through the vehicle or to the personnel traveling due to the carelessness of the driver or for any other causes, then the contractor will be responsible for all losses and Tamil Nadu Transmission Corporation Limited will not take any responsibility on that account. The driver of the vehicle should hold valid driving license during the entire period of contract.

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.

18.0 Working hours : the vehicle should be available for use normally between 7.30 A.M to 08.30 P.M (13 hours a day) on all working days. The vehicle should be readily available if called on holidays or after the working hours when necessity arises.

The contractor shall be solely responsible for any accident to his/her employee or the public, from any cause whatsoever and he/she shall indemnify the TANTRANSCO LTD 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.

19.0 Accident and damages: In case of any accidents caused to any person including the contractor's and TANTRANSCO LTD workman or damages to any other equipments/ instruments in the course of the execution of the contract, then the contractor will be solely held responsible for payment of a compensation, Medical aid etc., The contractor should solely held responsible for any accident to his employee or the public ,any cause whatsoever and he/she shall indemnify the TANTRANSCO LTD against damages to property or injury to person resulting from any such accidents and he/she should ensure insurance charges against all such claims.

20.0 Arbitration: There will be no arbitration and the decision of SE/P&C/Chennai-16 will be final in case of any dispute between the contractor and the Board (TANTRANSCO)

21.0 Sub-letting or transfer : This contract should not be Sublet arising others to receive the payment.

22.0 The Superintending Engineer/Protection and Communication/Chennai-16 reserves the right to accept the lowest or any tender and to reject any or all the tenders without assigning any reasons there for.

23.0 Liquidated damages: If the contractor fails to provide transport on any day/some days/hours (13 Hrs. per day) in any month then rental/hire charges for that day will not be paid.

In addition the contractor is liable for recovery towards Liquidated Damages. The Liquidated Damages shall be 0.5% (Half percent) of the total annual contract value per week per vehicle limited to 10% of the value of the annual contract value per vehicle. If the non-supply period is less than a week/day/hour proportionate recovery will be made to the number of days and hours as Liquidated Damages.

If the contractor fails to deliver the vehicle for replacement of the defective / breakdown vehicle within ½ hour of breakdown of the vehicle, TAMILNADU TRANSMISSION CORPORATION LIMITED shall recover from the contractor, Liquidated Damaged as given below:

- 1) Proportionate hire charges /hour will recovered for non- Supply period
- 2) In addition, 1% of the Hire charges/day will be recovered for each hour of non supply.

- 3) Period less than 1 hour shall be taken as one hour of calculation of Liquidated Damages.
- 4) Liquidated Damages shall not exceed 10% of the contract value.
- 5) Liquidated damages shall not exceed 10 % of the contract value i.e maximum penalty leviable would be = $365 \times \text{rate per 13 hour} \times 10 / (4 \times 100)$ in three months per vehicle. In case of failure in supply the vehicle to the allotted officer from the date of commencing the contract, the necessary liquidity damages will be recovered from the date of commencing the contract

24.0 Powers to relax: No withstanding anything contained in any of these regulations, Superintending Engineer/P&C/Chennai shall have the right to relax or waive any of the conditions stipulated in tender specification.

25.0 Indemnity bond: The successful contractor should furnish the indemnity bond on the following form before taking up the work:

I/We Contractor)
.....
..... Address) do
hereby indemnify Superintending Engineer /Protection and Communication/
Chennai-16, 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.

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

27.0 Income tax clearance certificate (three copies) should be produced along with the quotation.

28.0 Vehicle should posses "T" permit

29.0 In case kilometer reading is not recorded due to defects in the system, then the kilometer as assessed by the officer of Tamil Nadu TANTRANSCO LTD using the vehicle will be final.

30.0 Period of contract may be **One Year** from the date of utilization.

31.0 If the vehicle is not provided on the days, including Sundays and Holidays on which the vehicle was requisitioned by TANTRANSCO then payment due for the particulars months will be cut proportionately. This will be additional to the penalty referred under clause 23.

32.0 Refund of EMD: contractor is eligible for refund of EMD, SD and the amounts will be released after satisfactory completion of works in all respects.

SCHEDULE FORM - I

ENQ No. P&C. 25/26-27 EE/P&C/ Villupuram

1.0 HIRE CHARGES :

Hire charge per day for the Petrol/ Diesel Driven
Mahindra / TATA SUMO / Mahindra Marshall /
Commander / TAVERA Chevrolet similar type
Van for 13 Hrs. in a day (7.30 a.m. to 8.30 p.m.)
(Excluding Diesel Charges)

Rs.....

2.0 RETENTION CHARGES BEYOND THIRTEEN HOURS A DAY :

- a) Retention charges per hour for period
exceeding 13 Hrs. in a day (i.e.) beyond
8.30 p.m. but up to a maximum duration
of four hours. This hourly retention charge,
is applicable only when the vehicle returns
to head quarters and will not be applicable
during night halts outside the Headquarters.

Rs.....

- b) Retention charges for night halt
(i.e.) between 08.30 PM and
07.30 AM the next day.

Rs.....

3.0 PERFORMANCE FACTOR :

..... kM/Litre.

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

Date : Contractor's Signature :

Place : Name of Travels :
Name of Owner :
Address :
Seal :

SCHEDULE FORM – II

ENQ No. P&C. 25/26-27 EE/P&C/ Villupuram

1. EMD Details, Cash Receipt No. or DD Particulars for Rs.6,600/- :
2. Vehicle registration No. & Make :
3. Date of registration :
4. Whether the vehicle is owned by the Tenderer / Firm :
5. Whether registered as 'T' Permit :
6. Whether the registration No in black on yellow back ground :
7. Whether vehicle is owned by family Members of TANTRANSCO LTD Employee :
8. Whether the vehicle is insured :
9. Vehicle owner's Name & address :
10. Enclosure details of Vehicle documents :

Signature of the contractor

Place :

Date :