

:: TAMIL NADU TRANSMISSION CORPORATION:

SPECIFICATION No. GCC:033/ MM:020/2024-2025

NAME OF WORK: GCC/TRY- PROVIDING ONE NO. DIESEL / PETROL DRIVEN
..... MODEL BEARING REGISTRATION NO. ON
HIRE BASIS FOR THE OFFICIAL USE OF THE **EE/E/PE/Neyveli** for **ONE YEAR** FROM
THE DATE OF UTILISATION OF THE VEHICLE.

1.0 SCOPE:

The scope of work under this contract is to provide one No. Diesel /Petrol driven vehicle on hire basis for the use of the **EE/E/PE/Neyveli** for all working days from 8.00 A.M to 8.00 P.M and on holidays whenever vehicle is requisitioned to go to areas within Tamil Nadu State for Inspection/Transport etc., The Van will be used for the transport of men and materials/tools.

2.0) RATES:-

2.1 The tenderer should quote the rates for all items covered by the enclosed schedule. The rates should be quoted in figures and in words without room for any ambiguity. If there is difference in rates between words and figures the lowest rate of above two furnished will be considered for finalizing the tender value. The contractor may visit the area before quoting. **The rates should be quoted for Diesel/Petrol driven vehicle only. The petrol driven vehicle can also be provided if the tenderer agrees to run the vehicle on par with diesel rate.**

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

3.0 EARNEST MONEY DEPOSIT:-

3.1 The Earnest Money Deposit of **Rs.4,440/- (Rupees Four Thousand Four Hundred and Forty Only)** . The payment of EMD shall be made through the tenderer's Bank A/C.No. through **NEFT/RTGS** drawn in favour of Superintending Engineer / GCC / TANTRANSCO/ Trichy. Account No: 1285201000555. Name of Bank : Canara Bank, Railway Junction Branch, Trichy. IFSC Code : CNRB0001285. The EMD paid details should be enclosed in the outer cover or 'A' cover.

3.2 Tender should be sent in "DOUBLE COVER SYSTEM" The first cover should consist the tender schedule and sealed intact and the outer cover should consists the proof for the remittance of EMD . On opening the outer cover if it is found that earnest money deposit has been paid, and then only the tender cover (inner cover) will be opened, otherwise, it will not be opened at all.

3.3 The Ordinary cheque or other form of remittance of EMD payment enclosed to the tender are not acceptable and such tender will be summarily rejected.

3.4 Any request to accept the Earnest Money Deposit already paid to some other tenders to adjust from any pending bill as earnest Money Deposit for this tender will not be considered. The earnest money deposit for this unsuccessful tenderers will be intimated to the individuals in writing as soon as the tenders are finalized.

4.1 The tender in sealed cover should be superscribed as "**Sealed Tender for one No. diesel / petrol driven vehicle on hire basis for the official use of the EE/E/PE/Neyveli with due on 25.10.2024**" in the Schedule along with tender specification **GCC:033/ MM:020/2024-2025**

4.2 The tenders will be received upto **14.00 Hrs. on 25.10.2024**. The Tender will be opened at **15.00 hours on 25.10.2024** in the presence of the tenderers their representatives who are at present. If the tender opening day happens to be a holiday due to administrative reasons, the tenders will be received and opened on the next working day.

4.3 The SUPERINTENDING ENGINEER/General Construction Circle/Trichy reserves the right to reject any or all the Tenders or split up the Tender and award the contract without assigning any reason. The van should be made available only after entering into K2 Agreement.

5.0) SECURITY DEPOSIT:-

When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the office on the date fixed by written intimation to him. If the Tenderer fails to attend the office before the end of the period specified his tender will not be considered.

The Tenderer shall forth with upon intimation being given to him of acceptance of his Tender by the Board must furnish a security deposit by cash, for an amount which together with the Earnest Money already paid by him will amount of 5% of the contract value and sign an agreement in the proper departmental form for the due fulfillment of the Contract. The Security Deposit together with the Earnest Money and the amount withheld shall be retained as Security for the due fulfillment of Contract. While cash security Deposit is made by the Contractor, he shall follow the procedure laid down in the processing paragraph for payment of earnest money and such deposit will not bear interest.

4.3 The Security Deposit should be paid by the Tenderer within 30 days from the date of intimation of acceptance of the offer. If this amount is not received within the time limit the offer is liable for rejection, and Earnest Money Deposit paid will be forfeited.

6.0) RETENTION AMOUNT:

6.1 In addition a deduction of 5% of the value of work done shall be made for the purpose of additional security deposit in each intermediate bill payable to contractor until the completion of work for the due fulfillment of the contract.

6.2 If the successful tenderer fails to deposit necessary additional security deposit as stated above and execute necessary K2 agreement immediately after his tender is accepted, the Earnest money deposit will be forfeited by the Board his poor performance will be noted while considering any of his future tenders.

6.3 The contractor should enter into an agreement in the prescribed forms and the stamp duty payable will be of not less than Rs.80/- which should be borne by the Contractor.

7.0) DETAILS OF VEHICLES:-

The contractor should give full details of vehicles which intends to offer for hire. The vehicle should be of diesel / petrol driven vehicle and the vehicle should be registered in the name of Tenderer & the date of first registration of the vehicle offered for hiring should be within **5 (Five) years** from the date of opening of Tender. The vehicles should be made available at this office when required for inspection to ascertain the conditions of the vehicle at the cost of tenderer. The seating capacity of the vehicle should be not less than six.

8.0 PERIOD OF CONTRACT:-

The period of contract will be for **One year** from the date of utilization of vehicle. The Board reserves the right to terminate the contract after giving 30 days notice to the contractor.

9.0 At the end of each month, the contractor shall submit a statement in triplicate as may be prescribed in this regard detailing his claims to the services rendered during the preceding month to the concerned controlling officer to whom the vehicle is allotted.

10.0 CONTRACTOR'S FAILURE:-

10.1 If the contractor fails to fulfill the terms and conditions of the contract or unable to continue the work, the Board has the right to engage other agency for the work and the resultant excess / expenditure if any incurred by the Board 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 work after the receipt of acceptance order from this office. In either case, the Earnest money Deposit will be forfeited.

10.2 If the contractor fails to provide vehicle to the Board on requisition by the vehicle controlling Officer on any working day / Holidays or fails to provide substitute vehicle for one full day or part thereof in the event of repair / breakdown of contracted vehicle, a penalty shall be imposed at the rate of 2% of the contracted hire charges per day for each hour of non supply and the recovery made in the bill of same calendar month.

11.0 DISCIPLINE:

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

12.0 IDENTITY CARDS:-

The contractor should provide identity cards to each driver and such identity should be got countersigned by the concerned Officer to whom the vehicle is allotted.

13.0 CONDITIONS:

- 13.1 The vehicles should be available on all working days.
- 13.2 In case the vehicle is requisitioned on a holiday the vehicle should be made available.
- 13.3 The van supplied should be diesel driven in perfect running conditions.
- 13.4 The owner should be make his own arrangements for the accommodation of the driver.

- 13.5 Repair tools and stepny should be available in the vehicle.
- 13.6 Whenever the vehicle is taken out on camps, warranting night halts outside the head quarters no Bata will be paid to the driver and Bata if any should be paid by the contractor. The number of such halts outside will be limited only to the necessary extent warranting the Officer a tour programme. Number of days halt outside the headquarters per month cannot be given preciously. The halts are to be made any where in Tamil Nadu and Pondicherry. So, the van supplied should have inter state permits.
- 13.7 The total kilometer run by the vehicle will be calculated from the place of requirement by the vehicle controlling officer to the place of requirement and not from the garage to garage of the tenderer.
- 13.8 The tenderer should quote their rates only on the schedule furnished in the Annexure.
- 13.9 The contract for hiring of vehicle should normally be for one year only.
- 13.10 Vehicle will be hired on daily basis.
- 13.11 The contractor should provide substitute vehicle within half-an-hour of breakdown of the vehicle. If the substitute vehicle provided for hiring by the contractor is not owned by him / her, he/she should produce a consent letter from the owner of the vehicle (Sub-contractor) agreeing to lend the vehicle for hiring to the Board. The Board will pay for such vehicle also as per the agreement to the contractor only and not to the sub-contractor.
- 13.12 The vehicle should have been registered as a transport vehicle.
- 13.13 The registration No. of the hired vehicle shall be only in black on a yellow black background.
- 13.14 The vehicle shall be covered by third party risk insurance under Motor vehicle Act 1939 to safeguard the interest of the Board against all risks involved in hiring of the vehicle.
- 13.15 The Contractor shall furnish the details of vehicles available in his/her name and also the details of vehicles that could be arranged as substitute vehicles (owned by sub-contractor)viz. make, Registration No. and date, F.C details etc.,. The R.C book and the third party insurance cover note along with other relevant documents should be produced for verification and return at the time of entering into the contract.
- 13.16 Diesel/petrol/oil etc., required for the vehicle to be hired shall be at the cost of the contractor.
- 13.17 The driver for the vehicle to the hired shall be provided by the contractor. All payments such as salary daily bata, all other allowance for the driver shall be paid by the contractor.
- 13.18 The Driver shall have a valid driving license.
- 13.19 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 shall be recovered for non supply period.

- 13.20 At the time of any accident to the hired vehicle, it is the full responsibility of the contractors to see that necessary compensation etc., is settled besides arranging medical aid.
- 13.21 The contractor shall be responsible for any violation of the provisions of the contract by him/her or the driver.
- 13.22 In case of dispute, the decision of the Superintending Engineers concerned shall be final and binding.
- 13.23 The contract is not transferable.
- 13.24 Any notice to the contractor shall be deemed to be sufficiently served if given or left in writing at his/her usual or late known place of above or business as well as the notice Board of the Office.
- 13.25 The Board has absolute powers to cancel the contract at any time without notice.
- 13.26 A placard with words "ON CONTRACT WITH T.N.E.B" should be provided on the front and back while on service.

14.0 COMPLIANCE:-

If the contractor face any difficulty in carrying out the work, experience delay in payments etc., he can give a written representation to the Superintending Engineer/GCC/TANTRASCO/Trichy - 620 001 through concerned Officers.

15.0 DEATH BANKRUPTCY ETC.:-

If the contractor shall die or commit any act of bankruptcy or being or corporation commence to be wound up for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the contractor or any such receiver, liquidate or any person in whom the contract may be become vested, shall forthwith give notice thereof in writing to the purchaser and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of works, the period of the option under this clause shall be fourteen days only. Provided that should be the option be not exercised the contract may be determined by the purchaser by notice in writing to the contractor. And the same power and provisions reserved to the purchaser in the last proceeding clause on the taking of the work out of the contractor's hands shall be immediately become operative.

16.0 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, save in the City court at Chennai or the court of small causes of 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 the cause of action arises within their Jurisdiction of court on 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 state of Tamil Nadu and no other courts outside the state of Tamil Nadu shall have jurisdiction even though any part of cause of action might arise within the jurisdiction of such courts.

17.0 SCHEDULE OF ITEMS:-

The tender should be submitted only in the schedule form enclosed. The tender received in other forms will be rejected summarily.

The contractor should see that the trip sheets are 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 from 8.00 A.M to 8.00 P.M (12 hours) a day or part thereof on all the working days. The vehicle should be readily available if called, on holidays, The vehicle should be made readily available before or after the working hours when necessary arises. A block of 24 hours will be reckoned as one day.

19.0 ACCIDENT AND DAMAGES:-

19.1 In case of any accident caused to any person including the contractor's and Board's workman or damage to any property/equipments or injury to the person traveling in the vehicle in the course of the execution of the contract, the contractor will be solely held responsible for payment of compensation, medical aid etc., in case the contractor fails to pay compensation within a reasonable time, the Aboard may settle the claim and arrange to recover the same from the contractors.

19.2 The contractor shall be solely responsible for any accident to his employee/Board's employees or the public from any cause whatsoever and he shall indemnify the Electricity Board 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.

20.0 VALIDITY OF TENDER :

The tender will be valid for 90 days from the date of opening of Tender.

21.0 SUBLETTING OR TRANSFER :-

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

22.0 ARBITRATION:-

There will be no arbitration and the decisions of Superintending Engineer/GCC/Trichy will be final in case of any dispute between the contractor and the Board.

23.0 REJECTION OF TENDERS:-

The Superintending Engineer/GCC/TANTRANSCO/Trichy - 620 001 reserves the right to reject any or all the Tenders without assigning any reasons therefore.

24.0 LIQUIDATED DAMAGES:-

24.1 If the contractor fails to provide vehicle within the time specified in the contract or any extension thereof the Board shall recover from the contractor as Liquidated Damages a sum of half percent (0.5%) of the face value of the contract for the delayed provision for each completed week of the delay. The total liquidated damages shall not exceed Ten percent (10%) of the contract amount so delayed.

24.2 Liquidated Damages will also be recovered for the non supply period of vehicle as is done for the belated supply.

24.3 If the provision of vehicle against acceptance of contract are made by the contract beyond the period of stipulated time and are accepted by the Board, such acceptance is without prejudice to the Board's rights to levy liquidated damages for delayed provision of vehicle.

25.0 POWER OF RELAX:-

Notwithstanding anything contained in any of these regulations, Superintending Engineer/GCC/TANTRANSCO/ Trichy - 620 001 shall have the right to relax to waive any of the conditions stipulated in the Tender specifications.

26.0 If the contractor fails to execute the work satisfactorily as per the terms of the Contract, the Earnest Money Deposit and Security Deposit shall be forfeited.

27.0 It is responsibility of the contractor to get exemption at his cost from the relevant provisions of the Motor Vehicles Rules and Act of carry men and lengthy articles and as also from any of the statutory Rules or Act.

28.0 Earnest Money Deposit and Security Deposit and Retention amount will be forfeited to the Board if the contractor back out in the middle of the contract period.

29.0 INDEMNITY BOND:-

The successful tenderer should furnish the indemnity bond on the following form before taken up the works.

I-----
(Contractor)_____ (Address) do hereby indemnify Superintending Engineer/General Construction Circle/Trichy -620 001 against any damages, injury to persons 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.

30.0 INCOME TAX CLEARANCE CERTIFICATE:-

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

31.0 Vehicle owner should posses 'T' Permit

32.0 In case kilometer reading is not recorded due to defects in the system the kilometer as assessed by the Officer of TANTRANSCO using the van will be final.

33.0 GST :

33.1 The tenderer shall furnish the details of GST registration No.

SIGNATURE OF TENDERER