

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED TUTICORIN THERMAL POWER STATION

Hiring of 3 Nos. Diesel Driven (12 Hrs.) Van for the official use of EE/INST I, MRT I and MRT II/TTPS for a period of one year

> SPECIFICATION FOR WORKS CONTRACT THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO. CE/TTPS/SE/ES/NO. 73/2022-23 OPEN TENDER / TWO PART SYSTEM

OFFICE OF THE CHIEF ENGINEER TUTICORIN THERMAL POWER STATION TUTICORIN - 628 004 TAMIL NADU.

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

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

The bidding under this contract is electronic bid submission through website https://tntenders.gov.in/nicgep/app 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.

REGISTRATION:

1) The prospective bidders can submit 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) As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.

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.

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.

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.

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.

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

e-mail : support.etender@nic.in Contact No. : 044 – 24466495 24902580 Extn:332 24917850

SEARCHING FOR TENDER DOCUMENTS

1) 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.

2) 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.

3) 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.

PREPARATION OF BIDS

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

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.

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.**

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.

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.

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.

Procedure for submission of bids:

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.

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

3) Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT by way of account transfer as applicable and enter details of the instrument.

4) The scanned copy of payment made through RTGS/NEFT towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.

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 bidder, the bid will be rejected.

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) 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.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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.

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.

11)The TANGEDCO 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 TANGEDCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended. **Late Bids:**

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

Modification and withdrawal of bids:

1) Bidders may modify their bids online before the deadline for submission of bids.

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.

3) No bid may be modified after the deadline for submission of Bids.

ASSISTANCE TO BIDDERS:

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.

1) Any queries relating to the process of online bid submission or queries in general may be directed to the 24 x 7 Central Public Procurement Portal Helpdesk.

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TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

CE/TTPS/SE/ES/NO.73/2022-23 TENDER SPECIFICATION ABSTRACT. (OPEN

TENDER) For and on behalf of TANGEDCO Limited, tenders are invited through

Online under Open Tender system for the following works contract:

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1	Tender Specification No.	CE/TTPS/SE/ES/NO. 73/2022-23		
2	Name of Work	E- tender for Hiring of 3 Nos. Diesel Driven – 12 Hrs. Van for the official use of EE/ INST I , MRT I and MRT II/TTPS for a period of one year		
3	Quantity	3 nos.		
4	Method of Tender	Open Tender E-Tender System		
		(Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid (Schedule-A), through <u>https://tntenders.gov.in/nicgep/app</u> of NIC.		
5	Earnest Money Deposit (EMD)	Rs.4,200 /- per Van (Rupees in words Four thousand and Two hundred only) to TANGEDCO's Account in the form of NEFT/RTGS.		
		TTPS Account No:	8501201000256	
		Bank Name:	CANARA BANK, TTPS Branch	
		IFSC Code:	CNRB0008501	
		The EMD amount s	hould be remitted through NEFT/RTGS	
		mode, two hours before closing of Tender.		
6	URL for online bid submission for e-tender	https://tntenders.gov.in/nicgep/app		
7	Last date for submission of EMD	22.06.2022 @ 12.00 HOURS (The EMD amount has to be received in TTPS (TANGEDCO)'s Account through e payment, by 2 hours before closing time of tender)		
8	Date & time of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	22.06.2022 @ 14.00 HOURS		
9	Date & time of opening of tender electronically	23.06.2022 @ 14.30 HOURS		
10	Availability of Tender Specification at website	The tender specifica Websites	ation will be placed at the following	

		TANGEDCO: www.tneb.tnebnet.org/gedcotender/, www.tenders.tn.gov.in and	
		https://tntenders.gov.in/nicgep/app	
		The prospective bidders may download the same.	
11	Bid Qualifying Requirements (BQR)	Refer Page No.11	
12	Rejection of Tenders	Refer Page No.12	
13	Documents to be uploaded by the Tenderers during e- submission	Schedules, General terms& conditions, Annexure I & II and other documents whichever is applicable.	
14	Clarification to be sought for from	The Superintending Engineer, Electrical Systems, Tuticorin Thermal Power Station, Tuticorin – 628 004.	
		Any clarification in the tender shall be sought before 48 Hrs. of due date and time, through e-mail: (seettps@tnebnet.org)	
15	Place at which tenders will be opened	Office of the Superintending Engineer, Electrical Systems, Tuticorin Thermal Power Station, Tuticorin – 628 004.	

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SPECIFICATION NO. CE/TTPS/SE/ES/NO. 73/2022-23

<u>SECTION – I</u>

EARNEST MONEY DEPOSIT

1) Intending Tenderer should pay the specified amount towards Earnest Money Deposit as follows:

EMD amount Rs.4,200/- per Van Earnest Money Deposit:

- 2. The Earnest Money Deposit specified above should be in the form of NEFT/RTGS or by way of Account Transfer as mentioned in 5 (a) of Foreword for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TNEB/TANGEDCO account through e payment, 2 hours before closing time of tender). In case the EMD remittance through same Bank, a copy of Bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder, and IFSC Code shall be uploaded, so as to verify the credit of same in TANGEDCO bank account scroll for ensuring the EMD compliance of bidders.
- 3. The EMD will not carry any interest.
- 4. The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/Purchase & Administration/TTPS/Tuticorin after receipt of intimation of the rejection/ non-acceptance of their tender is sent to them.
- 5. In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the security deposit by the tenderer.
- 6. Any other mode of payment of EMD other than NEFT/RTGS or by way of Account Transfer shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.
- 7. The following should be uploaded by the Vendor during submission of Techchno commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

The e-receipt of payment of EMD through NEFT/RTGS or other appropriate documents such as Bank Account Scroll in case of Account transfer from same Bank.

8) The Earnest Money Deposit made by Tenderer will be forfeited on the following conditions :

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- ii) If he revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the Tender specification.
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.
- v) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TANGEDCO Limited.
- vi) In case of tenderers participating on the strength of Exception Categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.
- vii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TANGEDCO.

<u>SECTION – II</u> BID QUALIFICATION REQUIREMENTS (BQR)

<u>The Bidders shall become eligible to bid on satisfying the following Bid</u> <u>Qualification Requirements and uploading of the required documentary</u> <u>evidences.</u>

1. The Diesel driven **Van** offered for hiring should be registered in the **name of the tenderer**. Also the bidder should upload the relevant valid R.C, F.C, Insurance and Permit etc., for the tendered vehicle and the same should have attested by a Gazette Officer or Notary Public.

or

The vehicle booking invoice in the name of the tenderer, which shows detailed specification of the **Van** such as Model Name, Make, Additional attachments etc., shall necessarily be uploaded in case of **new Van** is proposed.

2. The vehicle should have been registered in Tamil Nadu and the date of first registration of vehicle should be within **Five years** on the date of opening of tender. The seating capacity of the hiring Diesel driven **Van** shall be not less than 6 persons.

SECTION-III REJECTION OF TENDERS

- I. Tenders will be rejected if it is:
 - a) Received with EMD in any other mode of payment other than NEFT/RTGS.
 - b) Not accompanied with attested copies of evidences such as R.C. Book, F.C., Insurance Certificate, etc. for meeting the bid qualification requirement (BQR evidences submitted after the date of tender opening will not be accepted).
 - c) Does not meet Bid Qualification Requirements.
 - d) Received from any blacklisted firm or contractor.
 - e) Received from a tenderer whose past performance / vendor rating is not satisfactory.
 - f) If the documents furnished with the offer being found to be bogus or the documents contain false particulars.
 - g) Not in conformity with TANGEDCO's Technical Specification and Commercial Terms.
 - h) Received by Post / Courier, Telex of Telegram, Fax or E-mail.
 - i) Received from a tenderer who is directly or indirectly connected with Government Service or TANGEDCO Service or Service of Local Authority.
 - j) With validity period less than that specified in the specification.
 - k) Offer received from Joint Venture / Consortium.
 - I) Incomplete and evasive offer.
 - m) If Tender Acceptance letter as per Annexure-II is not duly filled / signed by the tenderer.

SECTION - IV

INSTRUCTION TO TENDERERS

Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this Tender.

1.0 GENERAL:

E- Tenders are invited against the "Tender Specification

<u>NO.CE/TTPS/SE/ES/NO. 73/2022-23</u>^{*n*} for Hiring of 3 Nos. Diesel driven Vans (12 Hrs) for the official use of EE/ INST I ,MRT I and MRT II/TTPS for a period of one year.

2.0. SCOPE OF HIRING:

The Scope of 'Hiring" is described in Schedule-A and General Terms & Conditions in Schedule-B.

3.0 SUBMISSION OF TENDER OFFER:

3.1. The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification only as per the formats prescribed herein.

3.2. The Tender Offer consisting of Schedule-A & B and Annexure I & II should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.

3.3. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, Certified copies of which shall be enclosed.

3.4. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

4.0 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

4.1.1. At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login .

4.1.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer/Tuticorin Thermal Power Station/TANGEDCO/ Tuticorin-628004 will clarify the same. 4.1.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Tuticorin Thermal Power Station/ TANGEDCO/ Tuticorin-628004 on the clarifications will be final and binding on the Tender.

4.1.4. All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.

4.1.5. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.2. QUOTATION OF RATES:

The rate should be quoted in figures without room for ambiguity.

The contractor may visit the power house area before quoting. The rates should be quoted for **DIESEL DRIVEN VAN** only.

4.3. PRINTED TERMS AND CONDITIONS IN TENDERS:

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances.

4.4. INCOMPLETE TENDERS:

Tender, which is incomplete, obscure or irregular is liable for rejection.

4.5. AMBIGUITIES IN CONDITIONS OF TENDERS:

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.

- **4.6.** The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- **4.7.** Tenderers shall bear all costs associated with the participation in the e-Tender and the purchaser will in no case be responsible or liable for these costs.
- **4.8.** No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- **4.9.** If the bids are received through Consortium, the same will not be considered and the bids will be rejected.

5.0. TENDER OPENING:

5.1. OPENING OF COMMERCIAL & TECHNICAL BIDS (PART-I):

The Tender offers except price Bid will be <u>opened electronically at 14.30 Hrs. on</u> <u>the date notified at the Office of the Superintending Engineer, Electrical Systems /</u> <u>Tuticorin Thermal Power Station, Tuticorin-628004, through</u> <u>https://tntenders.gov.in/nicgep/app Tenderers need not to visit TTPS office during tender</u> <u>opening, whereas tenderers can witness the tender opening event through their login.</u>

Tenderers need not to visit TTPS office during tender opening, whereas tenderers can witness the tender opening event through their login.

5.2. OPENING OF THE PRICE BIDS (PART - II):

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfil the BQR criteria and whose bids are found to be commercially and technically acceptable **and after verification of original documents**.

6.0. INFORMATION REQUIRED AND CLARIFICATIONS:

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 6.2. The TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 6.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
- 6.4. Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of his offer. The TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.

7.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:

- 7.1. The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000.
- 7.2. The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 7.3. For the purpose of evaluation of tender offers, the factors specified in Schedule-A will be taken into account for arriving the evaluated price.

8.0. VALIDITY:

The tender offer shall be kept valid for acceptance for a **period of 90 days** from the date of opening of offers. The offers with lower validity period are liable for rejection. The rate offered shall be firm during the entire period of contract.

9.0. RIGHTS OF THE BOARD (TANGEDCO):

- 9.1. Notwithstanding anything contained in this Specification, the TANGEDCO reserves the rights :
 - a) to recover losses , if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
 - d) to cancel the orders for not keeping up the contract schedule.
 - e) to accept the lowest eligible tender.
 - f) to reject any or all the tenders or cancel without assigning any reasons there for.
 - g) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.
- 9.2. The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

10.0. DEVIATIONS:

The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

11.0. BAR OF JURISDICTION:

As per existing specifications of TANGEDCO's Standard terms and conditions.

<u>SECTION - V</u>

TECHNICAL SPECIFICATION & COMMERCIAL TERMS

1.0 <u>PRICE:</u>

The rate quoted should be firm for the entire contract period.

- The rates should be quoted on daily basis as below:-Hire charges per day for 12 hours.
 Number of Km/lit of Diesel (Performance Factor).
- ii. The Diesel and Engine Oil (lubricant) required for the vehicle will not be supplied by TANGEDCO but the cost of fuel (Diesel) alone will be reimbursed on production of cash bill for Diesel issued by the petrol bunk.
- iii. The Tenderer should quote the rate including of all items covered in the Schedule-A enclosed herewith.
- iv. The rate should be quoted in figures without room for ambiguity.
- v. The contractor may visit the power house area before quoting. The rates should be quoted for **DIESEL DRIVEN VAN** only.
- vi. It should be noted that any revision in rates after opening of tenders will not be accepted under any circumstances. The rate quoted should be firm till the completion of the contract period and no variation will be admitted due to the increase in cost of consumables, Tax, repair charges driven salary, batta, insurance charges etc.
- 2. It is the responsibility of the tenderer to make sure about the correct rates of duty/tax leviable on the works at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake.
- 3. The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid.

4.0. **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER**:

The Tenderer shall indicate the Permanent Account No. in Schedule 'G' of the specification and should enclose the details of PAN issued by Government of India, Income Tax Department and GSTIN number of the firm with proof with the tender. **Otherwise the offer will be liable for rejection.**

Goods and Services Tax: (GST)

The GST Details in respect of TTPS / TANGEDCO are as under:

Billing Address	The Superintending Engineer / Purchase and Administration TTPS / Tuticorin
Provisional GSTIN Registration No.	33AADCT4784E1ZC
ARN	AA330617106413K
Type of Customer	Company

Name & Address as Registered in GSTIN –Place of Business	Tamil Nadu Generation and Distribution Corporation Ltd, 144 Anna Salai, NPKRR Maaligai, Chennai- 600002
State of Registration of GSTIN	Tamil Nadu

- *i).* Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up is to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.
- ii). The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.
- iii). Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.
- *iv).* GST Registration Number: TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANGEDCO is <u>33AADCT4784E1ZC</u>. The details are also posted in TANGEDCO web portal.
- v). GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.
- vi). <u>Transaction Value</u>: The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods

or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are-

- *a)* Supplier and the recipient of the supply are not related.
- b) Price is the sole consideration for the supply.

vii). Composition Scheme: Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently RS.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.

Eligibility for composition scheme: Sec10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub-section (1), if-

* He is not engaged in the supply of services other than supplies referred to in clause (b) of

paragraph 6 of Schedule II;

* He is not engaged in making any supply of goods which are not leviable to tax under this Act;

- * He is not engaged in making any inter-State outward supplies of goods;
- * He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
- * He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.
- viii). Supply of Service and Goods: When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services
 - (a) <u>COMPOSITE SUPPLY</u>: A composite supply is one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.
 - (b) <u>MIXED SUPPLY</u>: A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted.

The bidders should have registered under GST Act and furnish GSTIN. In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

- 4.0 Goods and Services Tax:
- 4.1. The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.
- 4.2. The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC) In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

4.3. Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.

5.0 PERIOD OF CONTRACT:

The contract will be in force for a period of one year and for an additional extension of 25% of the total face value of the contract (for a period of three months) if required thereafter as decided by the competent authority or for a lesser period. The TANGEDCO has full Powers to cancel the contract at any time with 30 days advance notice.

The vehicle shall be required for works on all days. The vehicle should make trip to any place & for any TANGEDCOs works within TTPS or any where in Tamil Nadu as directed by the controlling officer/CE/TTPS.

Each vehicle will be under the control of Executive Engineer authorised by Chief Engineer/TTPS. The trip sheets will be arranged to be closed by the concerned Executive Engineers. The trips have to be made based on the instructions given by Chief Engineer/TTPS or by the concerned Executive Engineers to whom the vehicles are allotted.

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 months to the Officer to whom the vehicle is allotted for arranging for payment.

Payment will be made on monthly basis for the actual No. of days utilised.

Payment: a) 100% payment will be made (on monthly basis) every succeeding month, provided SD at 5% of the contract value is provided by the contractor, for the fulfillment of the contract. Kindly refer class 5.0 of the tender specification. The total monthly expenditure per van per month is limited to <u>**Rs. 35,000**</u>/-

b) The Security Deposit will be released after, settlement of the final bill.

6.0 AGREEMENT AND SECURITY DEPOSIT:

When the tender is to be accepted, the tenderer will be intimated of the same. On intimation being given to him by the Chief Engineer/TTPS/Tuticorin-4, the successful tenderer should enter into necessary agreement in the prescribed form. The stamp duty payable for this agreement is of the value of Rs.80/- (Rupees Eighty only) which should be borne by the successful tenderer. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfilment of the contract.

The successful tenderer will have to pay 5% value of the Work Awarding Order (all inclusive) as Security Deposit in the form as follows **within 30 days** from the date of receipt of order. In the event of failure to remit security deposit within the prescribed period, order will be cancelled. The belated payment of security deposit shall not be accepted. The SD amount will not carry any interest.

The mode of payment shall be by way of cash at the Cash counter at Tuticorin Thermal Power Station or by furnishing of Demand Draft/ Banker's Cheque/Pay Order payable at Tirunelveli/to the Superintending Engineer/P&A, Tuticorin Thermal Power Station, Tuticorin-628004 or by way of NEFT/RTGS/ Account Transfer to TTPS account.

This amount will be retained as Security Deposit for due fulfilment of contractual obligation and will be refunded on the satisfactory completion of the contract. The EMD and SD paid by the successful tenderer will not carry any interest.

If the successful tenderer fails to deposit the necessary Security Deposit as stated above after his tender is accepted, the EMD will be forfeited. His backing out will be noted while considering any of his future tenders.

The EMD paid by the tenderer will be forfeited if the tenderer:

- i) Withdraws the tender after acceptance.
- ii) Withdraws the tender before the commencement of work.
- iii) Revises any of the terms noted during the validity period.
- iv) Violates any of the provisions of the tender specification.

7.0 <u>PAYMENT:</u>

a) 100% payment will be made (on monthly basis) every succeeding month, provided SD at 5% of the contract value is provided by the contractor, for the fulfilment of the contract. Kindly refer Clause 6.0 (Agreement & Security Deposit) of the tender specification. The total expenditure per month is limited to **Rs.35,000/-.**

b) The Security Deposit will be released after settlement of the final bill.

8.0 <u>OWNERSHIP & DETAILS OF VEHICLE OFFERED:</u>

The tenderers should give details of vehicles available in their name and also the details of vehicles that could be arranged as substitute vehicles (Owned by sub-contractors) viz, make, Registration Number and RC, FC details etc., The RC Book and the comprehensive Insurance cover note along with relevant documents should be provided for verification and return at the time of entering into the contract.

9.0 CONTRACTOR'S FAILURE:

If the tenderer fails to fulfil any of terms and conditions of the contract or is unable to provide vehicles, the TANGEDCO has got the right to engage hired vehicles from other agencies and the resultant extra expenditure if any incurred by the TANGEDCO, will be recovered from the tenderer either from the outstanding bills or from the Security Deposit/Retention amount. The contract is liable to be terminated by Chief Engineer/TTPS/Tuticorin, if the tenderer, withdraws or fails to take up the work after receipt of acceptance letter from this office. In either case the Security Deposit (inclusive of EMD) will be forfeited.

10.0 PENALTY AND LIQUIDATED DAMAGES:

If the tenderer fails to provide transport to the Officer, on any day for any reasons without the consent of the Officer the tenderer is liable for recovery of proportionate hire charges per hour for non-supply period. In addition, one day hire charge will be recovered as penalty per day or part thereof.

11.0 <u>COMPLAINTS:</u>

If the tenderer faces any difficulty in carrying out the works, or experience any delay in payment etc., they can make a written representation to the Chief Engineer/TTPS/Tuticorin-4.

Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual last known place or abode of business, as well as the notice TANGEDCO of the Officers.

12.0 DISCIPLINE:

The tenderer and the staff of the contractor should observe strict discipline and decorum on duty. The behaviour of the driver should be cordial and he should co-operate with the officers. The driver should be replaced immediately on any complaints by the controlling officers.

13.0 IDENTITY CARDS:

The tenderer should provide identity cards to the driver and such identity card should be got countersigned by the Officer concerned to whom the vehicle is provided.

14.0 ACCIDENTS & DAMAGES:

In case of any accident caused to any person including the tenderer's or TANGEDCO's workman or damage to any property in the course of the execution of the contract, the tenderer will be solely responsible for payment of compensation, Medical aid etc., Incase, the tenderer fails to pay the compensation within a reasonable time, the TANGEDCO may settle the claims and arrange to recover the same from the tenderer.

The tenderer shall be solely responsible for any accidents to his employees, TANGEDCO's employees, or to the public, from any cause what so ever and he shall indemnify the TANGEDCO against any damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims.

Vehicle should cover Comprehensive Insurance under Motor vehicles Act of 1939 and subsequent amendments there on to safe guard the interest of the TANGEDCO against all risks involved in hiring of the vehicles.

15.0 COURT SUITS:

No suits or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court save in the city civil courts of Tuticorin. It is agreed to 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 the jurisdiction of any court of Tamil Nadu and not in the courts in Tuticorin city, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tuticorin 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 the action might arise within the jurisdiction of such courts.

16.0 ARBITRATION:

There will be no arbitration and the decisions of CE/TTPS/Tuticorin will be final in case of any dispute between the tenderer and the TANGEDCO.

17.0 TERMINATION OF CONTRACT:

If the contractor is not in a position to continue the contract and propose to withdraw, one month notice is to be given prior to the actual date of withdrawal. In such case the Security Deposit/Retention amount including EMD will be forfeited. The resultant extra Expenditure if any incurred by the TANGEDCO will also be recovered from pending bills of the contractors.

21.0 EFFECTING OF RECOVERIES:

Any loss, arising incident to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the supplier from the TANGEDCO from this contract as well as from other contracts.

22.0 <u>RECOVERIES OF DUES:</u>

The TANGEDCO is empowered:

- To recover any dues against this contract in any bills/ Security Deposit / Earnest Money Deposit due to the suppliers either in this contract or any other contracts with TANGEDCO.
- 2) To recover any dues against any other contract of the suppliers with TANGEDCOs, with the available amount due to the suppliers against this contract.

19.0 POWERS TO TERMINATE THE CONTRACT

The Chief Engineer/TTPS/Tuticorin reserves the right to reject any or all the tenders without assigning reasons.

In case of any disputes, the decision of the Chief Engineer/TTPS/Tuticorin will be final and binding on the Tenderer.

The TANGEDCO has absolute powers to cancel the contract at any time with 30 days notice.

20.0 BAR OF JURISDICTION:

Save as otherwise provided in Tamil Nadu Transparency in Tender Act, no order be passed or proceedings 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 this Act.

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SCHEDULE-A

PRICE BID

(To be filled in by the Tenderer)

Name of Work: Hiring of 3 Nos. Diesel Driven (12 Hrs.) Van for the official use of EE/INST I ,MRT I and MRT II/TTPS for a period of one year.

Specification No. CE/TTPS/SE/ES/NO. 73/ 2022 -23Due Date: 23.06.2022Registration No. of offered Vehicle:Date:Alternative vehicle Registration No:Date:

Officers to whom the vehicle is provided: EE/EM II & III/TTPS

Item. No	Description of work	Unit of. calculation	Rate in figures and words
1.a)	Hire charges per day of 12 Hours Diesel driven Van exclusive of Diesel (Fuel) but inclusive of Driver's salary, beta allowances etc. and repair charges, vehicle entry fees, all other consumables. Tools, taxes insurances, etc. complete. Note: Fuel (Diesel) and lubricant(Engine Oil) will not be supplied by TANGEDCO but the cost of fuel (Diesel) will be paid at the rate mentioned in SI.No.(f) of this schedule.	per day per Van	Rs.
b	Retention charges per hour for the period exceeding 12 hours in a day		Rs.
С	No. of Kilometre/Litre of Diesel (Performance factor)	КМ	

Note:

a) The cost of Diesel permissible will be that prevailing at Tuticorin ie. market rates.

b) The Diesel and engine oil required for the vehicle to be hired shall be supplied by the tenderer. Cost of Diesel alone will be reimbursed by the TANGEDCO as detailed below in Note (e) c) The distance in Kilometres will be calculated from the office of the concerned officers and not from the garage to garage of the contractor.

d) The performance factor ie. no of KM/Litre of Diesel should not be less than 12.

e) The hire charges for typical month will be calculated as follows.

Hire Charges per month per Van:

i) Hire charges for engaged day plus (+)

ii) (No. of Kms. run) x (Cost of Diesel per litre prevailing at Tuticorin ie. Market rate)

-----Plus(+)

Performance factor of Diesel (Say 12 Km or more per litre of DieselVan)

iii) Retention charges beyond 12 hours a day. ie. Total retention hours during the Month X rate of retention charges per hour.

f) Performance factor: Distance in kilometre per litre of Diesel (fuel) to be adopted for purpose of contract should be specified. The cost of Diesel required will be borne by TANGEDCO calculated at the rate of 12 Km run or more per litre of Diesel and will be paid on monthly basis along with the hire charges on production of relevant cash bill received from the petrol bunk..

g) The hire charges and performance factor for Diesel will be taken into account for evaluation of tender.

I accept all the terms and conditions stipulated in the Tender enquiry specification.

SIGNATURE OF THE CONTRACTOR NAME : ADDRESS :

SCHEDULE-II GENERAL TERMS & CONDITIONS

<u>Important Note</u> : The Tenderer shall upload the attested copy of Permanent Account No. (PAN) issued by Government of India, Income Tax Department and GSTIN number of the firm. Otherwise the offer will be liable for rejection.

1. The vehicles to be supplied will generally be required for transporting officers from camps to site works in TTPS and back etc., and as directed by Chief Engineer or Officers authorised by him. The vehicle will also be utilised for transport of men and materials.

2. The vehicles will be normally required from 8.00 AM to 8.00 PM every day.

3. The contract will be in force for a period of one year from the date of award or for a lesser period as decided by the competent authority.

4. The vehicles should be in excellent running condition and kept clean and tidy every day.

5. The first date of registration of the vehicle offered for hiring should be within 5 years as on the date of opening of tenders. They should have valid fitness certificate route permit etc,

6. The registration number of the hired vehicle should be only in black on yellow back ground and should be registered as a transport vehicle.

7. The vehicle should be registered in the name of tenderer or tendering firm who is submitting the tender.

8. All operating expenses of the vehicles including Driver's pay, beta, service charges, repairs and service charges, statutory taxes, insurance (comprehensive Insurance) and the cost of lubricant (Engine Oil) etc., shall be borne by the tenderer and the tenderer will be paid only a flat rate per day per vehicle.

9. The tenderer shall provide Drivers of the prescribed qualification and experience and with necessary skill and character. They should have valid driving licence.

10. The vehicles should be **Diesel driven Van** only.

11. The tenderer should provide identity card to the driver and such identity card should be got countersigned by the Officers authorised by the Chief Engineer/TTPS/ Controlling Officers of Vehicles.

12. Any repair to the vehicle is to be carried out by the tenderer. Under such circumstances substitute vehicles should be supplied by him. If no substitute vehicle is provided within one hour proportionate recovery will be made for each hour of non-supply as per clause No.10 of Section V of Specn.CE/TTPS/SE/ES/NO.73 /2022 -2023 and penalty will be imposed.

13. Similarly non performance of any journey within the time schedule, suitable penal deductions as found fit will be made from the tenderers bills.

14. Suitable substitute arrangements at the tenderer's own cost should be made in case, the regular van meets with any breakdown or accident or is in need of any repair so that the transportation of our officers etc., is not met with any inconveniences. The expenses incurred towards such occasions should be wholly borne by the tenderer which will not be reimbursed.

If the tenderer is not able to provide vehicles, the TANGEDCO has got the right to engage hired vehicle from other agencies and the resultant extra expenditure, if any, incurred by the TANGEDCO will be recovered from the tenderer either from the outstanding bill or from the security Deposit/Retention amount.

15. In case of any accident, dispute, contravention of rules penal action by the Government etc., it is the responsibility of the tenderer to defend himself against such actions and the TANGEDCO will have no connection what so ever with such proceedings/actions by the Government Department of Government etc., In such occasions, substitute vehicle should be arranged immediately to keep up the Scheduled trips.

16. The vehicle should be available even on holidays and odd hours as required by the Chief Engineer/TTPS or to the Officer to whom the vehicle is allotted.

17. First aid appliances and medicines must be kept ready at the vehicle.

18. During the contract period, if vehicle is not required on any day, advance intimation will be given or oral intimation will be given on the previous day by the officer concerned to the Driver of the vehicle.

19. If the tenderer is not in a position to continue the contract and propose to withdraw the vehicles, he should give one month notice prior to actual date of withdrawal. In such case Security Deposit collected and additional Security Deposit, deducted if any will be forfeited and difference in rate of hire of the new vehicle will be deducted from the tenderer.

20. The TANGEDCO has absolute powers to cancel the contract at any time within 30 days of notice.

21. The CE/TTPS reserves the right to cancel the contract within the period without assigning any reason what so ever.

22. In case of any dispute arising out of the contract, either during the currency of its operation or any time there after, the decision of the Chief Engineer/Tuticorin Thermal Power Station, is final, and binding on the contractor.

23. Conditional tender will not be accepted.

24. The contract is not transferable.

25. CE/TTPS reserves the right to award the contract to one or more tenderers as the case may be.

26. The competent authority shall have the right to relax or waive any of the conditions stipulated in this specification wherever necessary.

27. The vehicle will be required to run about **2000 to 2500 kms/month (app.,)** This may be taken into account while quoting the daily hire charges.

28. Detachable Placards containing the word 'ON CONTRACT WITH TANGEDCO' should be fixed on the contract vehicle during the duty hours. Beyond the duty hours the placards should be handed over the concerned officer utilising the vehicle. The Vehicle should not contain the above said placard beyond the duty hours.

29. The Driver of the vehicle should wear uniform regularly.

30. The driver deployed for the contract hired vehicle must produce antecedent certificate obtained from the police.

31. No alteration shall be made in the original design of the vehicle in Tool box and battery box.

32. If the owner / driver of the contract vehicle is involved in any unlawful activities, the work award issued to the concerned hired vehicle will be cancelled immediately.

33. The quotation shall be valid till the date of entrusting the work.

I accept the above terms and conditions.

SIGNATURE OF THE CONTRACTOR NAME : ADDRESS:

DATE:

ANNEXURE-I

CERTIFICATE

- 1. Certified that I/We have gone through the Specification in details and accept all the conditions stipulated therein
- 2. Certified that my/our family members are not employed in TANGEDCO
- 3. Certified that I have uploaded the attested Xerox copies of:
 - a) R.C. Book
 - b) F.C.
 - c) Permit
 - d) Insurance Policy
 - e) Valid Driver's Licence.

II. DETAILS OF VEHICLE OFFERED:

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

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

SIGNATURE OF THE CONTRACTOR WITH FULL ADDRESS.

ANNEXURE II

DECLARATION FORM

To be signed with company seal on letter head and uploaded in the technical Bid

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

The Chief Engineer, Tuticorin Thermal Power Station, Tamil Nadu Generation and Distribution Corporation, Tuticorin - 628004, Tamil Nadu.

Dear Sir,

То

Sub: Acceptance of Terms & Conditions of Tender. Tender Ref. No: Name of Tender/Work:

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to ------(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.

5. We hereby guarantee the particulars entered in the schedules attached to the Specification.

6. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

CHIEF ENGINEER TTPS/TUTICORIN – 4.