

TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

From  
Er.P.Baskar,B.E.,M.Tech.,  
Chief Engineer,  
Material Management,  
4<sup>th</sup> Floor, NPKRR Maaligai,  
144, Annasalai, Chennai-2.

To  
List of firms

Lr.No.CE/MM/SE/MM-II/EET/A1/F.Enq.No.E-01 /22-23/D.146/23,dt.28.06.22

Dear Sirs,

Sub: Enquiry No.E-01/22-23 - Hiring of 1No. diesel driven, Tata sumo or equivalent vehicle for the official use of DSP/ Vigilance / HQs/Chennai – Quotation called for – Reg.

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Kindly quote your lowest price for hiring of 1 No. diesel driven, Tata Sumo or other equivalent cost vehicle, for the official use of DSP/ Vigilance/ Headquarters/ Chennai indicating the following.

- i. Rate for 12 hours in a day :
- ii Retention charges per hour :
- iii Performance factor km/litre :
- iv Service charges as applicable under GST :

The following details may also be furnished in the quotation.

- 1.Please furnish the HSN code.
2. Please note that TDS under GST is applicable for this procurement and will be deducted @ 2% on each and every invoice of the contract as per section 51 of CGST Act 2017 notified by the Central Government Notification No.:50/2018 dt.13.09.18.

Bid Qualification Requirements (BQR):

- i. The vehicle offered for hiring should be either in the name of tenderer or tendering firm or owner of the tendering firm. If the firm is a partnership/ Limited firm the vehicle offered for hiring should be registered in the name of company.
- ii. The first date of registration of vehicle offered for hiring should be within 7 years from the due date of tender opening.

The offers of Bidders not satisfying the above BQR will be summarily rejected.

Attested copies of RC Book, Insurance, Tourist Permit, etc. should be enclosed along with the above offer.

The EMD amount as detailed in the EMD column should be enclosed along with the above offer.

Tender System:

The Tenders should be submitted in double covers. The inner cover shall contain the quotation including the price bid. The outer cover shall contain proof of E.M.D. amount specified as per Earnest Money Deposit clause (j), copies of RC Book, Insurance, Tourist Permit, etc.

Salient terms and conditions:

(a) Contract period:

The contract would be valid up to a period of one year from the date of commencement of work.

(b) Road Tax and Tourist Permit:

The Road tax payment and Tourist permit renewal for in and around Chennai will be within the scope of the contractors. The vehicle holding officers shall ensure and verify these documents before the execution of Agreement.

(c) Fuel and Lubricants:

The provision of fuel and lubricants should be arranged by the contractor. The cost of fuel will be paid based on the prevailing market rates.

In case of petrol cars offered by the tenderer, then the tenderer agrees to run the vehicle on par with diesel vehicle in terms of distance coverage. The cost of diesel will only be allowed as fuel cost.

(d). Repairs and Maintenance:

The repairs and maintenance charges are to be borne by the contractor. If the vehicle is under repair, the contractor should provide an alternative vehicle in good condition within half an hour.

(e). Penalty clause remarks:

If the vehicle is not provided within due time proportionate hire charges per hour as penalty for the non supply period will be recovered subject to the maximum of 4 hours. If the non supply period exceeds 4 hours then one day hire charges will be recovered as penalty. Less than an hour will be reckoned as one hour. However the maximum penalty for contract period shall not exceed 10% of the face value of the contract agreement.

GST will attract on Liquidated Damages.

(f). Income Tax:

Income tax amount as applicable to the current financial year will be deducted from the monthly bills.

(g). K2 Agreement:

The contractor shall execute an agreement in K2 form and an Indemnity Bond with the concerned vehicle Holding Officer for successful execution of contract.

(h). Insurance:

Vehicles should be covered under Insurance.

(i). GST :

This contract is governed by the terms & rules of the GST and admitted based on the same. The bids are invited from the GSTIN registered Contractors only.

The GST will be included for the purpose of evaluation.

TDS under GST is applicable for this Rate Contract order.

(i) Registered person other than body corporate (individual / firm)

No GST is payable to the registered person along with their invoices but the GST amount has to be paid under RCM to Govt. of India.

(ii) In case the vehicle contractor is a company, TANGEDCO shall admit GST with their invoices in a regular manner.

(j). Earnest Money Deposit :

The contractor should pay Rs.4800/- towards Earnest Money Deposit. The amount should be paid to CFC/General/TANGEDCO/Chennai and the receipt should be enclosed along with offer.

Otherwise the Demand Draft or Banker cheque for the amount should be drawn in favour of CFC/General/ TANGEDCO/ Chennai and should be enclosed along with the offer.

Account No : 0911201003004

Name of Bank : CANARA BANK

IFSC Code : CNRB0000911

The NEFT/RTGS transaction should be made only thro' tenderers bank A/c only. Transaction thro' other than tenderers bank A/c will not be accepted and such offer liable for rejection.

The Earnest Money Deposit specified above should be in the form of NEFT/RTGS for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be enclosed. The EMD amount has to be received in TNEB / TANGEDCO account **through e payment, 2 hours before closing time of tender.** EMD amount received beyond tender closing time will be summarily rejected.

(or)

The bidders who are willing to remit EMD through Bank Account Transfer may be permitted by way of account transfer of same bank and insisted to place copy of bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank, bank account number of the bidder and IFSC code for verification.

OR

**Tenderer should furnish a Bank Guarantee for Rs. (EMD value as above)** in lieu of EMD amount with a validity for a period of one year, obtained from the Nationalised or Scheduled Bank as per the format enclosed.

OR

**PEMD holder of Rs. 20 lakhs and above are eligible to participate in this tender .**

Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller / Purchase and enclosed copy of the same along with the tender.

The EMD will not carry any interest.

The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Chief Engineer/ Materials Management after intimation of the rejection/ non-acceptance of their tender is sent to them.

The EMD deposit of the successful tenderer will be refunded only on receipt of details on refund of Security Deposit from the office of the vehicle utilizing officer.

**Any other mode of payment of EMD other than NEFT/RTGS and fund transfer through same bank, shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.**

#### **I. EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD):**

1.1. The following categories of Industries are exempted from payment of EMD:

- i) SSI Units registered under Udyam portal for the tendered item (clearly mentioning the 5 digit NIC code)

- ii) Departments of the Government of Tamil Nadu.
  - iii) Undertakings and Corporations owned by the Government of Tamil Nadu.
  - iv) Labour Contract Co-operative Societies of Tamil Nadu
  - v) Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce / Government of Tamil Nadu in respect of those items for which the Registration Certificate issued.
- 1.2. Micro/SSI units having provisional registration certificate are not eligible for exemption.
- 1.3. The bidders who have examined the tender specification together with Schedules attached, participated in the tender by availing EMD exemption is deemed to accept to pay the amount equivalent to EMD amount as stipulated under Clause No.1 above, with costs if any, in the event of non - fulfillment of the conditions stipulated in the tender specification (i.e.) in all cases where EMD paid is to be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.
- 1.4. The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.
- 1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
  - 2. If he revises any of the terms quoted during the validity period.
  - 3. If he violates any of the conditions of the tender specification.

## **2.0. Government of India, Ministry of MSME Notification :**

- 2.1. Government of India, Ministry of MSME, vide notification No.S.O.2119(E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in Udyam Registration Portal to obtain an e certificate Viz. Udyam Registration certificate calculation of turnover, calculation of investment, Registration of existing Enterprises and Updation and transition period in classification. The above notification may be adhered to by the tenderers and TANGEDCO will adopt the guidelines issued therein in evaluation of bids submitted by the tenderers.
- 2.2. An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:

- i) A micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- ii) A small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- iii) A medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

**2.3. Registration of existing enterprises:**

- i) All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- ii) All enterprises registered till 30<sup>th</sup> June, 2020, shall be re-classified in accordance with the said notification.
- iii) The existing enterprises registered prior to 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of December 2021 as per notification of Government of India, Ministry of MSME.
- iv) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

2.4. If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/TANTRANSCO tenders.

3.0. The EMD will not carry any interest.

4.0. Others viz. Central and other State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit cum performance Guarantee.

5.0. The Bidders are informed that mere uploading of bid by the Bidder, who has exempted from EMD payment, shall be considered as token of acceptance of the bidder to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of conditions stipulated in the Tender Specification i.e., in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the Bidder.

6.0. The MSME units with Micro and Small category who have registered under UDYAM Portal for the tendered item shall upload attested Photocopy of UDYAM Registration certificate as a proof of eligibility for from payment of EMD.

- 7.0. The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.
- 8.0. The tenderers shall upload the audited, attested copy of Profit and Loss account / Balance Sheet along with the proof for exemption from payment of EMD as detailed below:

In case the investment held by the tenderer (Micro and Small Enterprises with Udayam registration) in Plant and Machinery and annual turnover exceeds the prescribed limit stipulated (cl.4.2) or the criteria specified for registration prior to 1.7.2020, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager/District Industries Centre concerned, the exemption from paying EMD for SSI units will not be extended.

The offer without the EMD amount will be summarily rejected.

(k) Security Deposit:

The successful bidders should pay a Security Deposit of 5% i.e. Rs.24000/- (Rupees twenty four thousand only).

The vehicle may be paid a maximum of Rs.40000/- the monthly ceiling limit applicable for the vehicle mentioned in the tender.

On receipt of the hiring order, it is the responsibility of the contractor to execute K2 agreement and Security Deposit payment. Further the agreement (K2) has to be executed on payment of security deposit by submitting the original receipt for having paid the S.D. Such details should be sent to the Officers concerned.

The Security Deposit has to be deposited by the successful tenderer within 30 days from the date of receipt of order and in the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order be cancelled. The award may be made to L2 tenderer. The TANGEDCO should not accept the belated payment of security deposit.

The amount has to pay in the form of electronic mode of payment or DD/ Banker's cheque/Irrevocable Bank guarantee.

Irrevocable Bank Guarantee will be accepted towards payment of Security deposit cum Performance guarantee for the value of purchase order exceeding Rs.10 Lakhs. The above BG should be a single irrevocable Bank Guarantee of 5% of the purchase order value and valid for a continuous period of 24 months.



If the successful tenderer backs out of his tender bid, the earnest money deposit remitted by him will be forfeited.

The dues to the TANGEDCO arising because of the non supply vehicle/vehicles, leading to contract termination during the contract period, due to the carelessness of the staff of the contractor, damage/losses arising to the TANGEDCO due to the problem in the contract, the same for the all the above will be recovered from the Security Deposit as part (or) full (or) any other payments to be paid to the contractor by the TANGEDCO. Apart from this action deemed fit will also be taken for violation of the contract agreements. The amount so recovered will not be paid to the contractor for any reason.

(l) Validity of tender :

Tenders should be valid for acceptance for a period of 90 days (ninety days only) from the date of opening of tender.

(m) Payment:

100% Payment will be made with time period of 90 days from the date of receipt of bill in complete shape. In the event of TANGEDCO/TRANSCO failing to keep the stipulated time frame for releasing payment, simple interest for the delayed payment shall be paid by TANGEDCO /TRANSCO to the vendors at the SBI three months MCLR rate for the delayed period beyond 90 days.

(n). Evaluation Procedure:

For evaluation purpose, following parameters will be taken into account for determining L1 tenderer and the applicable GST rates will also be considered:-

- |      |                                 |   |           |
|------|---------------------------------|---|-----------|
| i.   | Average working days in a month | : | 25 days.  |
| ii.  | Kms to be run in a day          | : | 60 kms.   |
| iii. | Extra hours in a month          | : | 10 hours. |

The quotation in duplicate should be addressed to the Chief Engineer/ Material Management, 4<sup>th</sup> Floor/NPKRR Maaligai, 144, Annasalai, Chennai-2 and sent in sealed envelope super scribed as quotation for hiring of 1No. diesel driven, Tata Sumo or other equivalent cost vehicle, for the official use of DSP/ Vigilance/ Headquarters/ Chennai and the envelope addressed to the Superintending

..10..

Engineer/Material Management II, 4th Floor, NPKRR Maaligai, Electricity Avenue, 144, Annasalai, Chennai-2. Quotations received after the due date and time will be rejected.

Due date of receipt of Tender 2.00 P.M. on 14.07.2022

Due date of opening of Tender 2.30 P.M. on 14.07.2022

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

Yours faithfully,

Sd/xx 28.06.22  
SUPERINTENDING ENGINEER  
MATERIAL MANAGEMENT-II  
FOR CHIEF ENGINEER  
MATERIAL MANAGEMENT

### Instructions to the Bidders

TANGEDCO, has got the full rights to decide the following:

1. To accept the bid of the L1 tenderer or any other bids of the tenderer.
2. To award the contract to one or more contractors.
3. Without assigning any reason to reject any of the bid or all the bids.
4. In the interest of the TANGEDCO to relax or to delete any of the terms and conditions in the specification.
5. The bids without the full details as sought liable for rejection.
6. The bidders should furnish the correct address, telephone number, Mobile number & e-mail address in the bids. The address of the office so given should be in details to inspect by the TANGEDCO officials if necessary.
7. If the bidder is an individual, the bid should be signed by the individual along with name and correct address. If the bid submitted in the name of the company, the bids should be signed by the one of member authorized by the company members. The documentary evidence of having authorized should uploaded along with the bid. Upon placing of the contract, before making the agreement the company should furnish documentary evidence to TANGEDCO for having functional.
8. The Tamil Nadu Generation & Distribution Corporation Ltd., has got the right to cancel the contract at any point of time, without assigning any reason and with out any prior intimation to contractor.
9. The bids of the tenderers with poor performance will be rejected. Also if the additional vehicles belonging to owners / company / partners of the Limited firm who had poor performance are offered then the additional vehicles of these owners / travels will not be considered.

### Terms & Conditions:

1. The vehicle/vehicles proposed to be offered for hiring by the bidders should confirm to the bid qualification requirements.
2. The vehicle/vehicles proposed to be offered for hiring should be a commercially operated vehicle and necessary valid permits in live.
3. The registration number of the vehicle should be in Black colour in Yellow colour background.
4. The vehicle/vehicles proposed to be offered for hiring should not belong to the family members & staff of TNEB Ltd.,/TANGEDCO/TANTRANSCO
5. The vehicle/vehicles so offered for hiring to TANGEDCO, during the contract period should not run on any other place on agreements.
6. Crystalline white is preferred for the vehicle/vehicles proposed to be offered for hiring.
7. The vehicle/vehicles proposed for hiring, will be personally inspected for interiors, external appearance and for running condition, and such good vehicles found will be accepted.

**FORMAT FOR BANK GUARANTEE IN LIEU OF E.M.D.**  
**(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN  
Rs.80/-)**

Beneficiary: The Chief Engineer, Materials Management,  
Tamil Nadu Generation and Distribution Corporation Limited,  
4<sup>th</sup> Floor, WESTERN WING, N.P.K.R.R. Maaligai,  
New. No:144, Anna Salai, Chennai - 600 002

Date: .....

Bid Guarantee No: .....

We have been informed that M/s..... (here after called  
"the bidder") has submitted to you its bid dated ..... (herein after called, "the bid")  
for TANGEDCO e-Tender Specification No: M-.... / 2021-22.

Furthermore, we understand that, according to the conditions, bids must be supported by a  
Bid Guarantee.

At the request of the bidder, we the..... BANK, Banking company, a body  
corporate, constituted under the Banking companies (Acquisition and Transfer of  
Undertakings) act, 1970, with their head office at ....., and having  
among others at branch office at ....., India hereby  
irrevocably undertake to pay you a sum or sums not exceeding in total an amount of **Rs.**  
...../- ( **Rupees** ..... **Only/-**) upon receipt by us of  
your first demand in writing accompanied by a written statement stating that the bidder is in  
breach of its obligation(s) under the bid conditions, because the bidder :

a) has withdrawn its bid during the period of bid validity specified by the Bidder in the form  
of bid ;or

b) having been notified of the acceptance of its bid by the TANGEDCO during the period of  
validity

i. fails or refuses to execute the contract form, if required ,or

ii. fails or refuses to furnish the Security deposit cum performance Bank Guarantee, in  
accordance with the instructions to Bidders.

This Guarantee will expire:

: 2 :

a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the bidder and the security deposit cum Performance Bank Guarantee issued to upon the instruction of the bidder and

b) if the bidder is not successful Bidder, upon the earlier of

i. our receipt of copy of the notification to the Bidder of the name of the successful Bidder or

ii. Six months after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

1. Our liability under this Bank Guarantee shall not exceed Rs. ..../- ( Rupees ..... Only/-)

2. The Bank Guarantee shall be valid up to .....

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (2) above plus claim period)"

IN WITNESS WHERE OF THIRU ..... and THIRU..... acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

In the presence of witnesses:

1.

2.

(Signature with seal of the Bank (Name in Block letters) and

(Name in capitals to be subscribed with designation, address of office or residential)

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