



TRANSFORMERS AND ELECTRICALS KERALA LTD
(A JOINT VENTURE OF GOVT. OF KERALA & NTPC LTD)
ANGAMALY SOUTH PO, ERANAKULAM DIST- 683 573
NOTICE INVITING TENDERS (NIT)

BID DOCUMENT No. : TELK/C&M/HR/BS/306/2023

We are pleased to invite competitive offline tenders in two cover system (refer foot note for details) for providing “**Bus service for transport of TELK workmen**” strictly as per the enclosed tender documents mentioned below.

Bid Synopsis

- | | |
|--|--|
| 1. Name and Address of Owner | : Transformers and Electricals Kerala Ltd
Angamaly South, Ernakulum Dist, PIN - 683 573. |
| 2. Name of Project. | : Contract for Bus service for transport of TELK workmen. |
| 3. Location. | : TELK, Angamaly |
| 4. Nearest Airport. | : Cochin International Airport, Nedumbassery |
| 5. Contract Period | : Two years w.e.f. 01/07/2023 and extendable for another 6 months based on satisfactory performance. |
| 6. Tender document issuing and receiving authority | : Assistant General Manger (C&M)
TELK, Angamaly South P.O.
PIN- 683573,Ernakulam Dist.
Kerala, India. |
| 7. Tender Fee | : Rs.12,600.00 (Non-refundable) |
| 9. Earnest Money Deposit (EMD) | : Rs.84,000.00 |
- (Bidders are exempted from paying Tender Fee & EMD subject to submitting the valid MSME/Udyog Adhar certificates)
- | | |
|---|--|
| 10. Security Deposit | : 5% of the total basic contract value |
| 11. Last date and time for Submission of Bids | : 16/05/2023, Time up to 4.00 PM |
| 12. Date and Time of Bid opening | : 17/05/2023, Time at 11.00 AM |
| 13. Bid Validity | : 90 days from the bid opening date. |
14. The following are the tender documents:

Cover I :

1. NIT
2. ANNEXURE 1 : Scope and General Conditions of Contract – 4 pages.
3. ANNEXURE 2 : Details of routes and timings – 1 page.
4. ANNEXURE 3 : Special Conditions of Contract -1 page.
5. ANNEXURE 4 : Eligibility Conditions of Contract -1 page



6. ANNEXURE 5 : Pre-Qualifying requirements to Bid Doc. No. TELK/C&M/HR/BS/306/2023 - 1 page. Supporting documents shall be furnished against Sl. Nos. 2
7. ANNEXURE 6 : General terms & conditions of contract to Bid Doc. No. TELK/C&M/HR/BS/306/2023 - 2 pages
8. ANNEXURE 7 : Un-priced commercial Terms & Conditions to Bid Doc. No. TELK/C&M/HR/BS/306/2023 - 1 page.
9. ANNEXURE 8 : Bank Details for tender fee & EMD – 1 page.

Cover II:

10. ANNEXURE 9 : Rate Schedule to Bid Doc. No. TELK/C&M/HR/BS/306/2023 – 1 page

NOTES :

1. **The quotations shall be submitted in sealed covers only.** The tenders submitted through e-mails are liable to be rejected.
2. The tender shall be submitted in two cover system and in sealed covers. All documents except the price bid shall be enclosed in Envelop -1 marked as “TECHNICAL BID - Cover-1”. The price bid shall be enclosed in envelope - 2 marked as “PRICE BID – Cover-2”. Envelope -1 and Envelope -2 shall then be enclosed in a big envelope super scribing the tender number.
3. The EMD & Tender Fee shall be submitted by means of demand draft drawn in favour of TELK, Angamaly or by NEFT to the bank account of TELK as per the bank details provided. Tender fee and EMD shall be paid separately in both cases for convenience of accounting and refund. The supporting documents for online transaction of tender fee and EMD shall be submitted along with the Quotation. If tender fee and EMD are submitted by means of DD, the same shall be enclosed in the Cover-1.
4. MSME certified companies are exempted from paying the tender fee and EMD by submitting valid MSME/Udyog Adhar certificates.
5. All tender documents (NIT, Annexure - 1, 2, 3, 4, 5, 6 & 7) shall be submitted along with the Bid with signature and stamp of the vendor as a token of its acceptance in Cover-1.
6. The rate quoted shall be exclusive of GST and applicable GST will be paid extra on producing documentary evidence.
7. The Contractor shall be a registered person under GST and shall issue B2B invoices for the supply/contract. The contractor shall be regular in filing of GST returns and in case of defaults, the GST will be retained to avoid ITC losses to TELK. If the bidder is not registered under GST, the same shall be submitted as a self declaration in the letterhead.
8. Statutory deductions like TDS as per section 194C of IT Act 1961 and TDS as per section 51 of GST Act will be deducted at applicable rates. Any other deductions wherever applicable will also be deducted from the bill of the contractor as per applicable rules.
9. The bids received will be subjected to techno-commercial evaluation by TELK and only qualified bidders will be considered for the contract. The price bids of bidders fully meeting the pre-qualifying requirements will only be opened.
10. The successful bidder shall submit the contract agreement in stamp paper of appropriate value and Security Deposit for 5% of the total basic contract value by means of Bank Guarantee or DD or Fixed Deposit Receipt with lean marked to TELK, Angamaly.
11. The aggregate rate quoted in the rate schedule for all type of buses (12 seater/17 seater/26 seater/36 seater/42 seater/49 seater bus) will be considered for deciding the lowest bidder.

Thanking you,

Angamaly,
05/05/2023



Yours Faithfully,
For Transformers and Electricals Ltd Kerala

C.ELSY

ASSISTANT GENERAL MANAGER (C&M)

REVIEWED

SCOPE AND GENERAL TERMS & CONDITONS OF CONTRACT

1. INTRODUCTION

1.1 Definition of terms :

- 1.1.1 "Operator" shall mean the Bus Operator who is awarded the contract of operating the Bus Services whose bid shall be accepted by the Company.
- 1.1.2 "Company" shall mean the Transformers and Electricals Kerala Limited, Angamaly.

2. SCOPE OF THE WORK

For operating two bus services (12 seater/17 seater/26 seater/36 seater/42 seater/49 seater bus - as per the requirement of the Company) for transportation of employees of Transformers and Electricals Kerala Limited, Angamaly who are attending second shift duty on four specified routes (same 2 routes for the first week and other 2 routes in the second week and so on in alternative weeks) on contract basis. Details of routes and timings are attached as Annexure 2.

3. CONTRACT PERIOD

The contract for the work shall be operative for a period of two years from the date of commencement of work and the Company will fix such date which shall be within 30 days of acceptance of the quotation. The contract shall be extendable for 6 months on the same terms and conditions.

4. RATE

The awarded rates shall be firm and will remain in force for the entire period of contract. No demand for revision of rate on any account shall be entertained during the contract period.

5. TAXES AND DUTIES

- 5.1 All applicable taxes, duties and levies lawfully payable by the Operator shall be included in the contract price (shall be shown separately).
- 5.2 TDS will be deducted from the Operator's bill / payment as per the provisions of Government Rules.
- 5.3 The operator has to submit the PAN number.

6. TIME FOR START AND MOBILISATION

- 6.1 After award of work, the Company shall give 7 days' period for initial mobilization. The Operator shall ensure initial mobilization within the stipulated period with the manpower and buses required to execute the work as specified by the Company in the Work Order. However, the dates of commencement of work shall be as confirmed by the Company.
- 6.2 The buses to be provided under this contract shall be of model not earlier than as specified in the Eligibility Conditions of Contract (ECC) Annexure 4. The buses operated must have all the relevant documents like registration book, insurance, road tax receipt, permit, fitness certificate etc. The buses must be fully insured and licensed and shall conform to all government rules and regulations being enforced from time to time.
- 6.3 All the formalities like licenses, badges etc. for the Drivers and other employees in connection with the plying of the buses should be complied with by the operator at his own cost.
- 6.4 The Company does not accept any responsibility towards licenses, taxes, insurance and permits etc., and these documents shall be submitted on demand to the Company by the Operator. The Company shall not in any manner be liable or made liable for any claim in respect of any employee of the Operator.



7. BREAK DOWN

In case of break-down of the bus enroute, the Operator shall provide relief bus of the same capacity, to continue the onward journey and a penalty of daily cost on pro rata basis per bus shall be imposed and deducted from the running bills of the Operator.

8. OPERATOR'S DEFAULT

- 8.1 The buses should be reaching and departing from the factory at time specified in the Annexure2 Punctuality of arrival/departure of the Operator's buses to and from the factory is of paramount importance.
- 8.2 If the buses arrive/leave the factory late, by any default of the operator, the operator shall pay a penalty of Rs.500/- (Rupees five hundred only) for every half an hour delay or part thereof, subject however to a grace time of 15 minutes limited to 2 times in each shift during a calendar month.
- 8.3 The penalty levied as above will be deducted from the operator's bill for the month.
- 8.4 If such delays occur for more than two times during a month and or bus or buses are not plied on any day, the Company reserves the right to terminate the contract without notice to the Operator.
- 8.5 Delays due to unforeseen circumstances beyond the control of the Operator such as riot, civil commotion, diversion of track by Government authorities, shall be ignored subject to the same being certified by the Driver, and the monitor of the buses designated by the Company. However, the Operator shall also inform the Company immediately over phone or otherwise about such occurrence.
- 8.6 In case the operator fails to operate bus/buses on any day, the Operator shall be liable to pay compensation @ Rs.5000/- per bus to the Company. The Operator shall give prior intimation to the Company regarding the same.
- 8.7 If the Operator fails to pay the compensation as above, the same shall be deducted from the bills / Security Deposit of the Operator with the Company.

9. TERMINATION OF CONTRACT

The Company reserves the right to terminate the contract either in part or in full. In such an event, Company shall give 7 days' notice in writing to the Operator of its decision to do so. Operator upon receipt of such notice shall discontinue the work after the notice period. In the event of such termination, Operator shall be paid for the actual time / work performed / completed till the date specified in the notice. The Operator has to give at least 3 months' notice in writing to the Company of its intention to terminate the Contract.

10. SECURITY DEPOSIT.

- 10.1 Before executing the agreement, the selected Operator shall deposit 5% of contract value per annum by way of Security Deposit to the Company in DD/Bank Guarantee from any nationalized banks for fulfillment of obligations of the agreement which amount will be liable to be forfeited for breach of the conditions of the agreement. There shall not be payment of any interest on Security Deposit.
- 10.2 Security Deposit shall be retained by the Company as contract performance guarantee and shall be refunded within 3 months of the date of expiry of contract. In the event of Operator failing to comply with any provision of the contract, the Security Deposit shall be forfeited by the Company.

11. INSURANCE

- 11.1 The buses/vehicles to be used by the operator shall be insured against all risks including strike, riot, civil commotion etc. at his own risk and cost.
- 11.2 The risk of the passengers travelling in the buses should be covered by the Operator to the extent of the liability provided in the Motor Vehicles Act.



by him for operating the night bus service for the Company. The Company shall not entertain any claim arising out of mishap, if any, that may take place.

- 11.4 The Operator shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to passengers.

12. PAYMENT

- 12.1 Monthly bill shall be submitted in duplicate by the Operator for operating the bus service for the preceding month and shall be paid within 30 days of submission of the bills complete in all respect after certification by Officer in charge.
- 12.2 No advance payment shall be made under any circumstances.

13. COMPLIANCE WITH REGULATIONS

- 13.1 The Operator shall engage his own staff for operating the bus service. The Operator's staff shall not be treated as Company staff for any purpose whatsoever and facilities / benefits applicable to Company staff shall not be applicable to the staff of the Operator.
- 13.2 The Operator shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time in respect of the workers deployed by him.

14. OTHER CONDITIONS

- 14.1 As per the requirement of the Company, the Operator has to take the employees to the Company so as to reach at 3.00 P.M. in order to attend duty at Second shift from the places mentioned in the specified four routes.
- 14.2 The operators buses shall be parked at such place in the Company premises and in such manner as indicated by the Company's officers designated for the purpose and the buses shall be at such place at 11.15 P.M. every day on which the services are to be operated under this agreement, and shall leave the factory at 11.40 P.M., subject however to the right of the Company to alter the timing of the services as may be deemed necessary by the Company from time to time.
- 14.3 The services shall operate as per the schedule and shall pick up and drop passengers at points on the routes specified by the Company from time to time. The operator shall not allow passengers to board and alight at any point not specified by the Company.
- 14.4 Operator should make his own arrangements for the filling of fuel, lubricants and for checking condition of the vehicles before each trip, at his own expense.
- 14.5 The services need be operated only on all working days of the Company. A list of Company's holidays will be furnished to the Operator. In exceptional cases, when a Sunday or holiday is declared as working day, the Operator will be given advance information to enable him to make necessary arrangements for operating bus service.
- 14.6 The operator will produce the vehicles that he may use for this purpose for inspection by the Company's officers designated for the purpose before putting the vehicle (s) for use under the contract along with the Fitness Certificate. The condition of the vehicles in all respects including the operation of the doors and windows, condition of seats and protection from rain shall be to the satisfaction of the Company. The operator shall engage efficient, qualified and experienced Drivers and Conductors having the required license, badges, certificates and other requirements under law and shall also ensure good conduct on their part during the trips.
- 14.7 The Operator shall permit only employees of the Company to make use of these services and shall regulate entry and transport by means of a Bus Pass issued by the Company.
- 14.8 The operator shall not allow any employee without the Bus Pass/Ticket to board the bus and make use of the transport facility.
- 14.9 The operator shall not collect any fare or other remuneration from any of the passengers making use



of this service under this agreement.

- 14.10 In the event of any circumstances beyond the control of the Company, the Company may intimate the operator beforehand not to ply the buses and in such cases the Operator shall not be entitled to any payment, compensation or damages, from the Company.
- 14.11 The Company shall have the right to issue regulatory instruction to the Operator or his agents or the Drivers as may be deemed necessary by the Company from time to time.
- 14.12 The Operator shall be required to execute an agreement in the prescribed form of the Company within two days from the Notification of Award.
- 14.13 The Operator shall ensure that none of the worker deployed by him is engaged in any unlawful activities or any other activity subversive of the interest of the Company failing which suitable action may be taken against the Operator as per the terms and conditions of the contract.
- 14.14 The Managing Director of the Company shall have the right to accept or reject any quotation without assigning any reason.
- 14.15 Jurisdiction : Any dispute arising out of this contract will be subject to the jurisdiction of courts having jurisdiction over the area in which our factory situates.
- 14.16 All applicable statutory deductions like TDS will be deducted from the bill of the Contractor.

14.17 THE RIGHT TO ACCEPT OR REJECT THE TENDER

- a) The right to accept the tender in full or in part/parts will rest with TELK.
- b) Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non responsive and are liable to be rejected.
- c) TELK reserve the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the company's action.
- d) If the bidder gives wrong information in his tender, TELK reserves the right to reject such tender at any stage or to cancel the contract.
- e) TELK reserve the right to reject the bid of parties who have failed to meet contractual delivery/provide adequate after sales support for the products supplied/contracts executed against earlier orders.

Important Notice

- 14.18 Bidder is requested to furnish all the details called for in the tender. In case any required Data / information is /are not furnished in the offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.
- 14.19 In case special conditions are mentioned in the tender documents, the same shall prevail over the General Terms & Conditions.
- 14.20 TELK reserves the right to execute the contract from elsewhere at your risk and cost in the event of failure to execute the contract within the stipulated time.

Officers-In-Charge of the Contract :

Smt. Chandra Krishna. L.R, Sr. Manager (HR), M : 9388167032 / Smt. Mary Lilly (HR) P.A. 0484-2510436
Pre-bid queries if any may be forwarded through email to : ceooffice@telk.com / telkhrd@gmail.com / contracts@telk.com



Details of routes and timings

Route	Required time	Distance plied on each route
TELK - Mekkad - Karakkattuparambu - Poikkattussery - Chengamanadu - Athani - Aluva Bye Pass - Ernakulam - Vyttila - Thrrippunithura - Sasthamughal - Karingachira	1st week Pick up (to reach TELK at 3 PM)	55 km
TELK - Mekkad - Karakkattuparambu - Poikkattussery - Chengamanadu - Athani - Aluva Bye Pass - Ernakulam - Vyttila - Thrrippunithura - Sasthamughal - Karingachira	1st week Drop to each point mentioned in the route (to start from TELK at 11.40 PM)	55 km
TELK - Athani - Desom - Sreemoolanagaram - Puthiyedom - Kanjoor - Kalady - Vallom - Kurichilakkode - Akanad - Kuruppampady - Irumalappady - Perumbavoor - Aluva	1st week Pick up (to reach TELK at 3 PM)	81 km
TELK - Athani - Desom - Sreemoolanagaram - Puthiyedom - Kanjoor - Kalady - Vallom - Kurichilakkode - Akanad - Kuruppampady - Irumalappady - Perumbavoor - Aluva	1st week Drop to each point mentioned in the route (to start from TELK at 11.40 PM)	81 km
TELK - Aluva Railway Station - Paravur Municipal Jn. - Moothakunnam - Kodungalloor - Maliankara - Cherai - Paravur - Koonanmavu - Kongorppilly - UC College	2nd week Pick up (to reach TELK at 3 PM)	80 km
TELK - Aluva Railway Station - Paravur Municipal Jn. - Moothakunnam - Kodungalloor - Maliankara - Cherai - Paravur - Koonanmavu - Kongorppilly - UC College	2nd week Drop to each point mentioned in the route (to start from TELK at 11.40 PM)	80 km
TELK - Angamaly - Chalakudy Junction - Kallettumkara Railway Station - Angamaly - Kalady	2nd week Pick up (to reach TELK at 3 PM)	56 km
TELK - Angamaly - Chalakudy Junction - Kallettumkara Railway Station - Angamaly - Kalady	2nd week Drop to each point mentioned in the route (to start from TELK at 11.40 PM)	56 km



SPECIAL CONDITIONS OF CONTRACT

1. In case the number of employees using the night bus service is increased / decreased warranting the service of two 12 seater/17 seater/26 seater/36 seater/42 seater/49 seater bus, as the case may be, then the Operator shall have to operate the bus service as per the requirement of the Company.
2. Escalation for increase / decrease in diesel price will be fixed before signing the Agreement.
3. In case of any increase/decrease in the route distance in future due to some internal rearrangement, there will be a proportionate increase/decrease in the per day per bus rate and the basis of which will be finalized before signing the Agreement.
4. The aggregate rate quoted for all type of buses (12 seater/17 seater/26 seater/36 seater/42 seater/49 seater bus) in second shift shall be taken for deciding the lowest bidder.



ELIGIBILITY CONDITIONS FOR CONTRACT (ECC)

Experienced Bus Operators who have their own fleet of vehicles in their own names, vehicles in good condition, not older than 2015 (12 seater / 17 seater / 26 seater / 36 seater / 42 seater / 49 seater bus) for operating Bus services for transportation of Company's employees for attending the second shift duty in four specified routes (same 2 routes for the first week and other 2 routes in the second week and so on in alternative weeks).

Rates should be quoted as per the format attached, inclusive of taxes applicable.



PRE-QUALIFYING REQUIREMENTS to BID DOC No. : TELK/C&M/HR/BS/306/2023				
Sl. No	Particulars	Criteria	Reply by the Bidders	
1	Experience	The Bus operator shall have sufficient experience in operating the Bus Service have their own fleet of vehicles in their own names, Vehicles provided shall be in good condition, model shall be not older than 2015, 12 Seater Bus / 17 Seater Bus / 26 Seater Bus / 36 Seater Bus / 42 Seater Bus / 49 Seater Buses shall be provided for transporting Company's workmen in the second shift from Company's premises to the end point mentioned in the specified routes (Same 2 routes for the first week and other 2 routes in the second week and so on in the alternative weeks)	No. of Years of experience in operating the Bus Services
			Model of 12 Seater Bus
			Model of 17 Seater Bus
			Model of 26 Seater Bus
			Model of 36 Seater Bus
			Model of 42 Seater Bus
			Model of 49 Seater Bus
2	Documents Required	Vehicles shall have valid Registration Certificate	Yes/No	Self attested true copies of all the statutory certificates shall be furnished
		Vehicles shall have valid Insurance Certificate	Yes/No	
		Vehicle shall have valid Road Tax receipt	Yes/No	
		Vehicle shall have valid Permit	Yes/No	
		Vehicle shall have valid Fitness Certificate	Yes/No	
		Operator has to submit the PAN Card	Yes/No	
NOTES :				
1. The supporting documents for the details furnished above shall be submitted.				
2. The bids submitted will be subjected to techno-commercial evaluation by TELK and the price bids of qualified bidders will only be opened.				
AUTHORIZED SIGNATORY				



**TRANSFORMERS AND ELECTRICALS KERALA LIMITED**

(A Joint Venture of GOVERNMENT OF KERALA & NTPC Limited)

GENERAL TERMS & CONDITIONS

1. **Mode of submission of tender :** The offers shall be submitted online (through Kerala Govt. e-tender portal (www.etenders.kerala.gov.in) or offline (in sealed cover only) as specified in the Notice Inviting Tender (NIT). The bidders shall submit the bids well in advance before the prescribed due date and time.
2. The tenders shall be submitted in single cover system or two cover system as specified in the NIT. For two cover system, Technical Bid and Price Bid are separate. First cover is Technical Bid which shall contain all Technical particulars, Un-priced commercial terms & conditions etc. necessary for the technical evaluation of the tender. Second cover shall contain only the Price Bid. Price bid shall be submitted in the prescribed Rate schedule/BOQ (Bill of Quantity) format. The bidders shall submit all the tender documents along with the technical bid (Cover-1) with signature and stamp of the bidder. In case of any deviations/comments/additional information the same shall be submitted by the Bidders as a separate document along with the technical bid.
3. **Fixed Price :** Bidder shall quote only Fixed Rate/Price which shall not be subject to any escalation whatsoever during the period of Bid Validity and completion of Supply/Execution of the Contract. Any Bid with adjustable or price variation clause shall be treated as 'Non-Responsive' and liable to be rejected unless price variation clause is specified and accepted by the Buyer. Quoted Unit Rate will only be considered as correct and valid, which shall be taken for further consideration.
4. **Tender Fee & EMD :** Tender Fee & EMD shall be paid if specified in the tender documents by means of separate Demand Drafts drawn in favour of "TELK, Angamaly" or NEFT to the specified bank account of TELK in the case of offline tenders and only through the e-tender portal in the case of e-tenders. EMD of successful bidder will be refunded as per the terms and conditions of the tender/contract. The EMD of the unsuccessful bidders will be refunded immediately after awarding of the contract to the successful bidder. The EMD of the successful bidder will be refunded after submitting and acceptance of the security deposit. The bids shall be submitted well in advance to avoid delays if any for NEFT transfer, which may lead to rejection of the bid. PSUs, Govt. undertakings and vendors with the valid MSME certificate are exempted from paying tender fee & EMD and may avail the exemption route while participating in the online tender by uploading the relevant valid documents/MSME certificate. Tender fee is not refundable.
5. **Taxes and Duties :** All Taxes/Duties if any, payable extra over and above the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates will be considered as "all inclusive". Offer shall carry clear details of HSN code and applicable rates of CGST/IGST/SGST. Invoice shall be submitted in triplicate and shall be in conformance with the format specified as per GST ACT 2017.
6. **Terms of payment :** Refer Clause No. 12 of Annexure-1.
7. Evaluation of the Offers will be on "To-Door Cost at TELK, Angamaly" based on NET Cash outflow of TELK.
8. For technical qualification, TELK will be evaluating bidder's capability to execute the supply/contract, past performance references and commercial terms conditions offered.

Contd...2

ANGAMALLY SOUTH. P.O., PIN. 683 573, ERNAKULAM DISTRICT, KERALA, INDIA.
Phone: 0484-2510332, 2510337, 2510335. Fax: 0484-2452873.

e-mail : contracts@telk.com, elsy@telk.com



TRANSFORMERS AND ELECTRICALS KERALA LTD.

-2-

9. TELK has the right to award the work order to various parties to meet the requirements.
10. **Publicity** : Any publicity by the Vendor in which the name of TELK is to be used should be done only with the explicit written permission of TELK, Angamaly.
11. All applicable statutory deductions like TDS will be deducted from the bill of the supplier/contractor.
12. **Jurisdiction** : Any dispute arising out of this contract will be subject to the jurisdiction of courts having jurisdiction over the area in which our factory situates.
13. Transit insurance for the materials in the scope of supply shall be arranged by the supplier/contractor.
16. **RIGHT TO ACCEPT OR REJECT THE TENDERS:**
 - a) The right to accept the tender in full or in part/parts will rest with TELK.
 - b) Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non-responsive and are liable to be rejected.
 - c) TELK reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
 - d) If the bidder gives wrong information in his tender, TELK reserves the right to reject such tender at any stage or to cancel the contract.
 - e) TELK reserves the right to reject the bid of parties who have failed to meet contractual delivery/provide adequate after sales support for the products supplied/contracts executed against earlier orders.

Important Notice

17. Bidder is requested to furnish all the details called for in the tender. In case any required data/information is/are not furnished in the offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.
18. In case special conditions are mentioned in the tender documents, the same shall prevail over the General Terms & Conditions.
19. **Risk Purchase Clause** : TELK reserves the right to execute the contract from elsewhere at the risk and cost of the Contractor to whom the Contract is awarded in the event of failure to execute the contract within the stipulated time or if the Contractor withdraws from the contract during the specified contract period.



Sample

Sr. MANAGER (Contracts & Materials)

ANGAMALLY SOUTH. P.O., PIN. 683 573, ERNAKULAM DISTRICT, KERALA, INDIA.
Phone: 0484-2510332, 2510337, 2510335. Fax: 0484-2452873.
e-mail : contracts@telk.com, elsy@telk.com

Un-priced commercial terms & conditions to Bid Doc. No. : TELK/C&M/HR/BS/306/2023		
Sl.No.	Particulars	Reply by Bidders
1	Submission of Tender Fee	Yes/No
2	Submission of Earnest Money Deposit	Yes/No
3	Submission of Valid MSME certificate, if applicable	Yes/No
4	Applicable GST (%)
5	GST registration with valid certificate	Yes/No
6	Submission of all Tender Documents duly signed & stamped for its acceptance	Yes/No
7	Bid shall be valid for 90 days from the date of opening of tender.	Yes/No
8	The quoted rates shall be firm and valid until the specified completion period of the contract in the event of placing the order	Yes/No
9	Acceptance of Technical Specifications and all other Terms & Conditions	Yes/No
10	Deviations/Remarks from the specifications/terms & conditions if any shall be submitted as separate PDF document.	Yes/No (Document if any shall be attached separately)
11	Submission of Annexure-5 along with supporting documents for fulfilling the Pre-Qualifying Requirements	Yes/No
12	Maximum time schedule for mobilizing the work from the date of receipt of intimation from TELK days
13	Readiness to submit contract agreement and security deposit in the event of placing the work order as per the terms & conditions	Yes/No
14	Acceptance of the specified payment terms (As per clause No. 12 of Annexure 1)	Yes/No
15	Acceptance of the risk purchase clause (As per clause No. 19 of Annexure 6)	Yes/No
16	Contact details of the bidder (Name, address, Tel. No. Mob. No. email ID etc) :	



Name of Contract : Bus Service for transport of TELK workmen

Rate Schedule to Bid Doc. No. TELK/C&M/HR/BS/306/2023

Route	Required time	Distance plied on each route	Unit	Basic Rate Per day (Lumpsum rates per day in Rupees without GST shall be quoted here)					
				12 Seater Bus	17 Seater Bus	26 Seater Bus	36 Seater Bus	42 Seater Bus	49 Seater Bus
TELK - Mekkad - Karakkattuparambu - Poikkattusery - Chengamanadu - Athani - Aluva Bye Pass - Ernakulam - Vyttila - Thrippunithura - Sasthamughal - Karingachira	1st week Pick up (to reach TELK at 3 PM)	55 km	Lumpsum rate per day						
TELK - Mekkad - Karakkattuparambu - Poikkattusery - Chengamanadu - Athani - Aluva Bye Pass - Ernakulam - Vyttila - Thrippunithura - Sasthamughal - Karingachira	1st week Drop to each point mentioned in the route (to start from TELK at 11.40 PM)	55 km	Lumpsum rate per day						
TELK - Athani - Desom - Sreemoolanagaram - Puthiyedom - Kanjoor - Kalady - Vallom - Kurichilakkode - Akanad - Kuruppampady - Irumalappady - Perumbavoor - Aluva	1st week Pick up (to reach TELK at 3 PM)	81 km	Lumpsum rate per day						
TELK - Athani - Desom - Sreemoolanagaram - Puthiyedom - Kanjoor - Kalady - Vallom - Kurichilakkode - Akanad - Kuruppampady - Irumalappady - Perumbavoor - Aluva	1st week Drop to each point mentioned in the route (to start from TELK at 11.40 PM)	81 km	Lumpsum rate per day						
TELK - Aluva Railway Station - Paravur Municipal Jn. - Moothakunnam - Kodungalloor - Maliankara - Cherai - Paravur - Koonanmavu - Kongorppilly - UC College	2nd week Pick up (to reach TELK at 3 PM)	80 km	Lumpsum rate per day						
TELK - Aluva Railway Station - Paravur Municipal Jn. - Moothakunnam - Kodungalloor - Maliankara - Cherai - Paravur - Koonanmavu - Kongorppilly - UC College	2nd week Drop to each point mentioned in the route (to start from TELK at 11.40 PM)	80 km	Lumpsum rate per day						



TELK - Angamaly - Chalakudy Junction - Kallettumkara Railway Station- Angamaly - Kalady	2nd week Pick up (to reach TELK at 3 PM)	56 km	Lumpsum rate per day						
TELK - Angamaly - Chalakudy Junction - Kallettumkara Railway Station- Angamaly - Kalady	2nd week Drop to each point mentioned in the route (to start from TELK at 11.40 PM)	56 km	Lumpsum rate per day						
Applicable GST (%)									

