



TRANSFORMERS AND ELECTRICALS KERALA LTD
(A JOINT VENTURE OF GOVT. OF KERALA & NTPC LTD)
ANGAMALY SOUTH P.O., ERANAKULAM DIST- 683 573

NOTICE INVITING TENDER (NIT)

BID DOCUMENT No. : TELK/C&M/HR/NBS/250/2020

We are pleased to invite competitive tenders in sealed two cover system for “**Night Bus Service for TELK Workmen after Second shift**” strictly as per the tender documents enclosed.

Bid Synopsis

- | | |
|--|---|
| 1. Name and Address of Owner | : Transformers and Electricals Kerala Ltd
Angamaly South. P. O, Ernakulum Dist, PIN - 683573. |
| 2. Name of Project | : Night Bus Service for TELK Workmen after
Second shift |
| 3. Location. | : TELK, Angamaly |
| 4. Nearest Airport. | : Cochin International Airport |
| 5. Accessibility | : Site is accessible by road, Rail & Air. |
| 6. Contract Period | : 2 years and extendable for further 6 months |
| 7. Tender Fee | : Rs. 5100.00 (Non Refundable) |
| 8. EMD | : Rs. 34,000.00 |
| (Vendors can avail Tender Fee & EMD exemption on producing valid MSME certificate) | |
| 9. Tender document issuing & receiving authority | : Deputy General Manager (C&M)
TELK, Angamaly South P.O.
PIN- 683573,Ernakulam Dist.
Kerala, India |
| 11. Last date & time for submission of Bids | : 12-11-2020. Time up to 4.30 pm |
| 12. Date and Time of Technical Bid opening | : 13-11-2020. Time at 2.00 pm. |
| 13. Bid Validity | : 90 days |
| 14. Security Deposit | : 5% of the Contract value |





The following are the tender documents:

Cover I

1. ANNEXURE 1 : Scope of work and General Conditions of Contract : BID. DOC. No. TELK/C&M/HR/NBS/250/2020.
2. ANNEXURE 2 : Special Conditions of Contract : TELK/C&M/HR/NBS/250/2020.
3. ANNEXURE 3 : Pre-Qualifying Requirements to Bid Doc. No. TELK/C&M/HR/NBS/250/2020.
4. ANNEXURE 4 : Un-priced commercial terms & conditions.

Cover II

5. ANNEXURE 5 : Rate Schedule to Bid Doc. No. TELK/C&M/HR/NBS/250/2020

Notes :

- (1) Tender Fee and EMD shall be submitted by means of DD drawn in favour of TELK, Angamaly. MSME certified companies are exempted from paying the tender fee and EMD by submitting valid MSME/Udyog Adhar certificate.
- (2) Tender shall be submitted in two cover system and in sealed covers. All documents except the price bid shall be enclosed in envelope-1 marked as "Technical Bid - Cover-1". 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) Price bid of those bidders who are found qualified as per the details furnished in Cover -1 only will be opened.
- (4) Un-priced Commercial Terms & Conditions shall be furnished in Annexure-4 along with Cover -1
- (5) Deviations from the specifications and other terms & conditions if any, shall be submitted as a separate document along with Cover-1.
- (6) All tender documents under Cover-1 shall be submitted along with Cover -1 with signature and stamp of the bidders as a token of its acceptance.

Yours Faithfully,

For Transformers and Electricals Ltd Kerala



KALA L.
DEPUTY GENERAL MANAGER (C&M)

Angamaly,

22-10-2020

REVIEWED

SCOPE OF WORK AND GENERAL CONDITIONS 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 Night Bus Service 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 (bus with seating capacity of not less than 49, 26 or 17 seater bus as per the requirement of the Company) for transport of workmen of Transformers and Electricals Kerala Limited, Angamaly on four specified routes at 11.40 P.M. (same 2 routes for the first week and other 2 routes in the second week and so on in alternative weeks), on contract basis. Refer to the rate schedule (Annexure-5) for details of routes. Starting point of each route is TELK and the last place of each route is taken as the end point.

As per the requirement of the Company, the Operator has to take the employees to the Company at 3.00 P.M. so as to attend Second shift duty, from the places mentioned in the specified four routes. The Operator has to provide such service @ 60% of the rate quoted for the particular route/type of bus.

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 shall be deducted from the Operator's bill / payment as per the provisions of Government Rules.

5.3 Operator has to submit PAN number.

6. TIME TO 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 ECC. The buses operated for night bus service must have all relevant documents like registration certificate 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, connected 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 departing from the factory at 11.40 P.M. Punctuality of departure of the Operator's buses from the factory is of paramount importance.
- 8.2 If the buses leave the factory late, by any default of the operator, the operator shall pay a penalty of Rs.250/- (Rupees two fifty only) for every half an hour delay or part thereof, subject however to a grace time of 15 minutes limited to 2 times 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 24 hours' 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.



10. SECURITY DEPOSIT :

- 10.1 Before executing the agreement, the selected Operator shall deposit 5% of contract value/annum by way of Security Deposit to the Company as 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.
- 11.3 The insurance cover shall protect the Operator against all claims applicable under the Employees' Compensation Act. The Operator shall arrange necessary insurance cover for the workers deployed 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 night 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 night 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 The operators buses shall be parked at such place in the Factory 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.



- 14.2 The services shall operate as per the schedule and shall drop passengers at points on the route specified by the Company from time to time. The operator shall not allow passengers to alight at any point not specified by the Company.
- 14.3 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.
- 14.4 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.
- 14.5 The operator shall 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.
- 14.6 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.
- 14.7 The operator shall not allow any employee without the Bus Pass/Ticket to board the bus and make use of the transport facility.
- 14.8 The operator shall not collect any fare or other remuneration from any of the passengers making use of this service under this agreement.
- 14.9 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.
- 14.10 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.
- 14.11 The Operator shall be required to execute an agreement in the prescribed form of the Company within two days from the Notification of Award.
- 14.12 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.
- 14.13 The Managing Director of the Company shall have the right to accept or reject any quotation without assigning any reason.
- 14.14 In case of any dispute on interpretation of any of these conditions, the decision of the Managing Director of the Company shall be final and binding.
- 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 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 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 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

- 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.



SPECIAL CONDITIONS OF CONTRACT

1. In case the number of employees using the night bus service is increased / decreased warranting the service of 49 seater bus / 26 seater buses / 17 seater buses, 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 as follows:

RATE VARIATION APPLICABLE ON ACCOUNT OF FLUCTUATION IN DIESEL PRICE

1. Base price of diesel will be fixed as that of the rate on the day of publishing the tender. The base rate shall be clearly stated in the tender.
 2. Rate variation shall not be applicable to the increase /decrease in diesel price upto 10% from the base rate.
 3. Rate variation due to increase in diesel price above 10% shall be given to the operator by the company.
 4. Rate variation due to decrease in diesel price above 10 % shall be passed on to the Company by the operator.
 5. The rate variation will be applicable only to the quantity of diesel for the route distance at an average mileage of 3 KM, 5 KM and 6 KM per liter of diesel for 49 seater bus, 26 seater bus and 17 seater bus respectively.
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 as follows:

RATE VARIATION APPLICABLE DUE TO REDUCTION IN ROUTE DISTANCE

In case of any reduction in the route distance due to some internal rearrangement during the contract period, the operator shall allow a proportional reduction in the per day bus rate upto a maximum distance of 20 KM per route a day. The proportional reduction per day per bus will be worked out on the basis of the following formulae.

Reduction amount = $P (d-x)/d$, where

P=Rate per vehicle per day

d =Route distance

x=Reduction in the route distance

Note : If the route distance is reduced, rate variation on account of fluctuation in diesel price will be applicable only to the revised route distance.

4. The aggregate rate quoted for providing all types of buses (49 seater bus / 26 seater bus / 17 seater bus) will be considered for deciding the lowest bidder.
5. As per the requirement of the Company, the Operator has to take the employees to the Company at 3.00 P.M. so as to attend Second shift duty, from the places mentioned in the specified four routes. The Operator has to provide such service @ 60% of the rate quoted for the particular route/type of bus.



Tender Ref No. : TELK/C&M/HR/NBS/250/2020

Work : Night Bus Service for TELK Workmen after Second shift

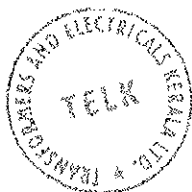
Eligibility Criteria / Pre-Qualifying Requirements

Sl. No.	Particulars	Criteria	Reply by Bidders	
1	Experience	Bus Operators shall have sufficient experience in operating the Bus service, vehicles provided shall be in good condition, model shall be not older than 2014, 17 seater Bus / 26 seater Bus / 49 seater Bus shall be provided for transporting Company's Workmen in the second shift from Company's premises to the end point mentioned in the four specified routes (same 2 routes for the first week and other 2 routes in the second week and so on in alternative weeks).	Number of years of experience in operating the Bus Services
			Model of 17 seater
			Model of 26 seater
			Model of 49 seater
2	Documents Required	Vehicles shall have valid Registration Certificate	Self attested true copies of the certificates shall be furnished	
		Vehicles shall have valid Insurance Certificate		
		Vehicle shall have valid Road Tax receipt		
		Vehicles shall have valid Permit		
		Vehicles shall have valid Fitness Certificate		
3	Contact details	Details of contact person representing the vendor (name, address, telephone No., email id etc) shall be furnished		

Notes :

1. Documentary Support in respect of the details furnished by the bidders shall be furnished along with Cover -1

2. Price bid of those bidders who are found qualified as per the details furnished in Cover-I only will be opened.



Authorized Signatory with seal

Un-Priced Commercial Terms & Conditions Tender Ref No. :TELK/C&M/HR/NBS/250/2020		
Sl. No.	Particulars	Reply by Bidders
1	Submission of Tender Fee by DD	Yes/No
2	Submission of Earnest Money Deposit by DD	Yes/No
3	Submission of Valid MSME certificate, if applicable	Yes/No
4	Applicable GST (%)	
5	Submission of all Tender Documents duly signed & stamped for its acceptance	Yes/No
6	Bid shall be valid for 90 days from the date of opening of tender. Bid validity shall be confirmed here
7	Quoted rates shall be firm and valid up to 2 years from the date of award of contract as well as during the extension period. May be confirmed here.	Yes/No
8	Acceptance of the specified payment terms	Yes/No
9	Acceptance of Technical Specification & All other Terms & Conditions	Yes/No
10	Deviations from the specifications & terms & conditions if any shall be submitted as a separate document along with Cover-1	Yes/No (Document if any shall be attached separately)
11	Submission of Annexure-3 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	
13	Readiness to submit contract agreement and security deposit in the event of placing the work order as per the terms & conditions	Yes/No



Authorized signatory with seal

Rate Schedule to Tender Reference No. TELK/C&M/HR/NBS/250/2020

Night Bus Service for TELK workmen after Second shift

Sl. No.	Route	Requirement time	Distance plied on each route	LUMP SUM BASIC RATE PER DAY SHALL BE QUOTED			Total Basic Amount (A+B+C) (Rs.)
				(A) For 17 Seater Bus (Rs.)	(B) For 26 Seater Bus (Rs.)	(C) For 49 Seater Bus (Rs.)	
1	TELK - Mekkad - Karakkattuparambu - Poikkattussery - Chengamanadu - Athani - Aluva Bye Pass - Ernakulam - Vyttila - Thrippunithura - Sassthamughal - Karingachira	1 st week	55 km				
2	TELK - Athani - Desom - Sreemoolanagaram - Puthiyedom - Kanjoor - Kalady - Vallom - Kurichilakkode - Akanad - Kuruppampady - Irumalappady - Perumbavoor - Aluva	1 st week	81 km				
3	TELK - Aluva Railway Station - Paravur Municipal Jn. - Moothakunnam - Kodungalloor - Maliankara - Cherai - Paravur - Koonanmavu - Kongorppilly - UC College	2 nd week	80 km				
4	TELK - Angamaly - Chalakkudy Junction - Kallettumkara Railway Station - Angamaly - Kalady	2 nd week	56 km				
NET TOTAL AMOUNT (1+2+3+4)							
Applicable GST (%)							



Authorized Signatory with seal