

## PART A - GENERAL TERMS & CONDITIONS OF THE TENDER

### TRANSPORT CONTRACT 2022

#### **Tender No. KCA/ADMN/66/2022 dated 23.09.2022**

- 1. Scope:** The contract is for operating vehicles of type, route etc as mentioned in special terms to pick up and drop employees of KSEDC Ltd, Keltron Controls, Aroor (The Company) from the places specified in special terms, on all working days of the Company. The working time of the Company at present is 8.30AM to 4.30PM and reaching time in the morning is 8.25AM. The timings of vehicle operation generally required and under the Company's possession are also given in special Terms.
- 2. Accessibility:** The Tenderer should have round the clock accessibility with telephone etc for easy access.
- 3. Experience:** The Tenderer should have experience in running similar transport contract for a minimum period of **2 years** and should produce supporting documents with the tender and it should be after **1<sup>st</sup> January 2017**.
- 4. Vehicles & Staff:** The Tenderer should have sufficient vehicles and staff to undertake the contract smoothly.
- 5. Vehicle Condition:** The vehicle provided for the contract must be less than **6 years old** as on date of this tender, hygienic, well maintained with smooth operating doors & windows, comfortable & safe for travel, road worthy and comply with all rules and regulations of Government or other authorized agencies and should have valid permits from the Government / statutory authorities for operating in the specific routes for the specified period for the specified purpose. The minimum no. of passenger seats as called for in the tender must be ensured for all days operation. If the Tenderer violates any of the conditions stipulated, he will be solely responsible for the consequences and required to pay penalty / damages imposed by the company.
- 6. Insurance:** The vehicle should have valid insurance covering the vehicle as well as all the passengers traveling in the vehicle. The policy is to be produced when called for. If the Tenderer fails to fulfill the conditions, he will solely be responsible for the consequences and shall make good the losses, if any, incurred by the company.
- 7. Liabilities of Tenderer:** Any liability arising during the operation of the vehicle such as injury / death to persons or damage to property will have to be made good by the Tenderer at their own cost and Tenderer will be solely responsible for the damages / compensation payable etc.
- 8. Drivers & Staff:** The Tenderer will be required to provide qualified & experienced Drivers with capability to analyze & rectify small troubles of vehicle on the way and other employees for operating the vehicle and shall assure their good & disciplined behavior. The Drivers provided for this contract must have valid Driving License & Badge and be in good mental & physical health condition & within the age group of 28 to 55 years. If the Drivers are found to be not acceptable to the company, the contractor will be required to replace him within 3 days of intimation from the company. Use of alcohol, drugs etc by the driver during the operation of the vehicle will attract penalty & he will not be allowed to drive the vehicle during the contract period.

Name of the Tenderer	Signature	Seal

## PART A - GENERAL TERMS & CONDITIONS OF THE TENDER

### TRANSPORT CONTRACT 2022

**Tender No. KCA/ADMN/066/2022 dated 23.09.2022**

9. **Display Board**: The Tenderer must provide a board named "KELTRON" of approx 10CM character size, at his cost in the front of their vehicles for easy identification to the passengers, if this is not adhered in the morning trip, penalty will be applied.
10. **Document Copies**: The copies of RC Book (Registration Certificate) of the vehicle, Insurance, Road Tax, pollution certificates and driver's license are to be submitted before start of contract. In case of change of vehicle for operation is required, prior permission shall be taken from the company.
11. **Rates, Taxes & Duties**: Rate on per day basis which includes two trips (one in the morning & return trip in the evening) shall be quoted as per the details as called in the tender. The Rates must be inclusive of Toll charges on regular route, GST, other taxes & Duties, Surcharges if any, etc and the same shall be paid by the Tenderer. The Company will presume that the Rate quoted is inclusive of all the costs & expenses towards the execution of this contract by the tenderer like wages all allowances, bonus, exgratia, ESI, EPF contributions etc of staff, fuel charges, insurance charges for vehicle, staff, passengers, third parties etc, The Company will not pay any charges to the Contractor / Contractors staff / Govt. or any other agencies other than the per day rate. However the Company will have the right to deduct any amount suitable, to meet the shortfalls if any in the part of the contractor on account of his responsibilities or liabilities according to the rules & regulations for such contracts.
12. **Proof of Payments**: The Contractor has to furnish proof of payments made by him to various agencies / authorities as asked by the Company as per Company's requirements like ESI & EPF contribution, Service Tax etc
13. **Payment** : Payment will be made within two weeks of receipt of monthly bill along with log book copy and other documents as required to prove all obligations of the Tenderer are fulfilled.
14. **Replacement for Breakdown**: If the vehicle become non-operational before commencement or during the journey, due to break downs, acts of Tenderer's employees, acts of statutory authorities, Civil commotion or any other reasons it will be responsibility of the Tenderer to make alternative arrangements for the conveyance of the employees in time at his own cost. In case Tenderer fails to do so, Tenderer will be liable to pay damages to the company.  
  
In case Tenderer fails to make alternate arrangements to transport the employees within the reasonable time the company will be at liberty to make alternate arrangements for the transportation. In such case the charges incurred by the company for arranging alternate vehicle will be deducted from contractor's bill. Also the amount for that trip will not be paid. Penalty as may be solely decided by the company to the extent of maximum 40% of the charge for the trip may also be recovered.
15. **Timely Operation**: Timely providing & running the correct type vehicles as specified in the Tender Conditions is the essence of the contract. The timings specified by the Company should be strictly adhered to by the Tenderer. In Case of any deviation, penalty will be charged to the Tenderer at a rate decided by the Company. The Company will have the right to evaluate the tenders with respect to availability of spare vehicle for immediate replacements in case of break down.

Name of the Tenderer	Signature	Seal

## PART A - GENERAL TERMS & CONDITIONS OF THE TENDER

### TRANSPORT CONTRACT 2022

Tender No. KCA/ADMN/066/2022 dated 23.09.2022

16. **Change of Timings:** The regular timings of the vehicle required are given in the Special terms & conditions. However very occasionally due to some specific reasons, the timing of any or both of the trip on a specific date may be changed by the Company and the contractor shall operate the vehicle at the changed time on that day but within the same rate. Such change of time required will be intimated to the contractor whenever such requirements are known to the company.
17. **Contract Period & Firm Rate;** The contract will be generally for a period of one year. The rates and all other conditions will remain firm and will not subject to any change due to any reason whatsoever during the contract period. The company will have right to extend the contract for further period if required but with the consent of the Contractor.
18. **Security Deposit:** On award of the contract the Tenderer will be required to deposit an amount mentioned in Special Terms, as Security Deposit for the performance of the Contract. The Security Deposit will be forfeited in case of breach of contract. The Tenderer shall also be required to compensate for any losses incurred by the company due to breach of contractual obligations. The security deposit will be returned without interest after the successful completion of the contract.
19. **Boarding Points & Timings:** The present timings & boarding points in the prescribed routes are mentioned in the Special Terms. The Company will have right to add / delete boarding points and or alter the timings slightly from time to time to suit the requirements of the company.
20. **Start of Operation :** The Tenderer is bound to commence the operation of the services as stipulated immediately on direction or on execution of the contract or whichever is earlier.
21. **Non Conformance:** If the contractor, here in after referred as tenderer fails to comply with any of the terms and conditions stipulated herein, the company will have the right to cancel the contract either fully or partially or go with risk purchase procedure etc. Also penalties for the non conformities will be applied and the amount can be recovered from any dues / amounts payable lying with the company.

Penalties for major non conformances are given below. Suitable penalties as decided by the Company will be applied for other non conformances.

Sl No	Criteria	Penalty Rate / Amount
a)	<b>Vehicle with staff not ready</b> at starting point at the specified time for any trip	10% of per day rate
b)	<b>Delay from starting time</b>	Rs 50/- for every 5 minutes delay, after a grace time of 5 minutes.
c)	<b>No of seats less</b> than specified	Proportionate rate per that trip concerned (half of per day rate) for the shortfall in no of seats and an additional 25% of this amount
d)	<b>Display Board</b> not provided in the morning trip	Rs 50.00 per day

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**Tender No. KCA/ADMN/066/2022 dated 23.09.2022**

22. **Contract Agreement:** The Tenderer is required to execute the Contract Agreement immediately on award of the contract in the specified format furnished by the company on award of the contract.
23. **Right to Reject Tenders:** The Tenders received after the stipulated time frame, tenders not accompanied by EMD, and those deviating from the prescribed format and instructions laid down for the submission in line with the terms and conditions will be denied/rejected. Also the Company reserves the right to accept or reject any or all the tenders in part / full without assigning any reason what so ever.
24. **Disputes arisen on Tender:** The decision of the Managing Director, K.S.E.D.C Ltd., Trivandrum shall be final and will be binding on the Tenderer in case of any dispute that arises between the company and tenderer with regard to the terms and conditions of the contract specified there in.
25. **Termination of Contract:** The contract is terminable by two months notice in writing on either side. However the company has the liberty to terminate the contract at any time and without notice if it so deemed fit and proper in the circumstances if any of the terms and conditions of the contract are found violated by the contractor or its employees. In case the contractor terminate the contract, the cost, expenses, loss or damages as may be incurred by the company in making alternate arrangements for employee transport for the specified period of this contract or such other period as the company may deem fit will be recovered from the security deposit, dues to the contractor or through court of law from contractors properties movable or immovable, as the case may be.

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