

# THENMALA ECOTOURISM PROMOTION SOCIETY (TEPS)

(Under Department of Tourism, Government of Kerala)  
Corporate Office, Vazhuthacaud, Thiruvananthapuram 695014  
Phone:0471-2329770,Email:co@teps.in

No: TEPS/983/2021

Date: 29/01/2022

## NOTICE INVITING TENDER

The Chief Executive, TEPS invites tender from individuals/firms/agencies for providing vehicle services for TEPS.

Tender document for selection is attached herewith.

Interested individuals/firms/agencies are requested to submit their bids in the attached form along with all supporting documents/ credentials within the stipulated date and time.

The other details regarding this tender are as follows:

Owner:	Thenmala Ecotourism Promotion Society
Tender invited by:	Thenmala Ecotourism Promotion Society
Tender No:	TEPS/983/2021
Name of Work:	Providing vehicle services for TEPS.
Date from which the document will be available from TEPS office	From 01/02/2022
Date & time till which bids can be submitted for this tender.	09-02-2022 at 3.00 p.m.
Date and time of opening of the tender:	09-02-2022 at 4 p.m.
Place of opening of the tender:	Thenmala Ecotourism Promotion Society, Corporate Office, Vazhuthacaud-695014, Ph: 0471-2329770.
Security Deposit:	5% value of the contract price (Rs.13,750/-)
Earnest Money deposit:	Rs. 6,875/-
Tender form Cost	Rs.550/-+GST @ 18%
Contract Period:	6 months.

The details of finally selected firm will be published in the notice board of TEPS, Corporate Office at Thiruvananthapuram. The scope of work to be executed is detailed in the tender document and can be purchased from TEPS corporate office at Thiruvananthapuram on payment office hours till 08-02-2022.

Thiruvananthapuram  
29-01-2022

Sd/-  
Chief Executive  
Thenmala Ecotourism Promotion Society

**THENMALA ECOTOURISM PROMOTION SOCIETY (TEPS)**

**(Under Department of Tourism, Government of Kerala)**

Corporate Office, Vazhuthacaud, Thiruvananthapuram 695014

Phone:0471-2329770,Email:co@teps.in

No: TEPS/983/2021

Date: 29/02/2022

**FORM OF TENDER**

From

.....  
.....  
.....

To

The Chief Executive,  
Thenmala Ecotourism Promotion Society (TEPS), Vazhuthacaud, Thiruvananthapuram.

Sir,

I/We hereby tender to provide the service, under the annexed general conditions of contract; the whole of the service referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by TEPS, at the rates quoted against each item. The service will be delivered within the time and at the places specified in the schedule.

\*I/We am/are remitting/have separately remitted the required amount of ` ..... (Rupees ..... only) as earnest money.

Yours faithfully

Signature .....  
Address... ..

Date:

\*(To be scored in cases where no earnest money deposit is furnished)

(General Conditions on the reverse)

## **GENERAL CONDITIONS**

Sealed tenders are invited for providing the service as specified in the schedule below/attached.

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly super scribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tenders so as to reach the Officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. Every tenderer should send along with his tender, an earnest money of 23,500/-. The amount may be paid by Demand Drafts (crossed)/ NEFT on the local branch of State Bank of India drawn in favour of the officer mentioned below. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".
5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to TEPS or such action taken against him as THE Chief Executive TEPS think fit.
7. Tenderers shall invariably specify in their tenders the service conditions if any including the time required for providing of service tendered for.
8. The tenderer shall provide a certificate stating that the personnel's providing the service to TEPS are under their payroll and they have all responsibility towards employing them and are liable for all obligations as an employer.
9. The final acceptance of the tenders rests entirely with the Chief Executive TEPS who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the service included in their tenders as may be allotted to them.
10. In the case of the personals provided and after TEPS approves the service of the personnel re the successful tenderer should be prepared to guarantee of service rendered by the personnel for a definite period under a definite penalty.
11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.

12. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the Chief Executive, TEPS. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to TEPS and contract arranged elsewhere at the defaulter's risk and any loss incurred by TEPS on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.
  - (b) In cases where a successful tenderer, after having made partial services fails to fulfil the contracts in full, all or any of the service not provided may at the discretion of the Chief Executive, TEPS, be availed by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered for providing the service already and the loss, if any, caused to TEPS shall thereby together with such sums as may be fixed by TEPS towards damages be recovered from the defaulting tenderer.
  - (c) Even in cases where no alternate services are arranged for the service not provided, the proportionate portion of the security deposit based on the cost of the service not provided at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
  - (d) If the contractor fails to deliver all or any of the service or perform the service within the time/period(s) specified in the contract, the TEPS shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 0.5% or 1% of the quoted price of the delayed services or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed services. Once the maximum is reached, the Chief Executive TEPS may consider termination of the contract at the risk and cost of the contractor.
13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the TEPS concerned and the contractor, the TEPS shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from TEPS to the contractor. In all cases where there are guarantee for the service provided the security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit. "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to TEPS shall be made good from the Officer responsible for the belated release of the Earnest Money deposit/Security Deposit."
  14. All payments to the contractors will be made by the Chief Executive TEPS in due course:-
    - (i) either by cheques payable at the Kerala Government Treasuries; or

- (ii) by cheques or drafts on the State Bank of India and (at any of their Principal Branches in India).
15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within before 7th of the subsequent month after providing service.
  16. Payments will be made only after the service are actually satisfactorily provided for a month. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor.
  17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Chief Executive TEPS who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
  18. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Chief Executive TEPS to the contractor, be determined and the TEPS may complete the contract in such time and manner and by such persons as the TEPS shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the TEPS against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to TEPS by any breach of contract by the contractor shall be paid by the contractor to TEPS, and if decided by TEPS may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
  19. (a) In case the contractor fails to supply and provide any of the said service within the time provided for providing the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for the Chief Executive, TEPS (if they shall think fit to do so) to arrange for the availing of the said service from elsewhere or on behalf of the TEPS by an order in writing under the hand of the Chief Executive put an end to this contract and in case the TEPS shall have incurred, sustained or been put to any costs, damages or expenses by reason of such service or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the TEPS under and by virtue of this contract, it shall be lawful for the Chief Executive, TEPS from and out of any moneys for the time being payable or owing to the contractor from the TEPS under or by virtue of this contract or otherwise to pay and reimburse to the TEPS all such costs, damages and expenses they may have sustained,

incurred or been put to by reason of the service or supply made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Chief Executive, TEPS voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Chief Executive, TEPS and set off against any claim of the Chief Executive, TEPS for the payment of a sum of money arising out of or under any other contract made by the contractor with the Chief Executive. Any sum of money due and payable to the successful tenderer or contractor from TEPS shall be adjusted against any sum of money due to TEPS from him under any other contracts.
21. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
22. The tenderer shall undertake to provide the service according to the requirements mentioned herein.
23. No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if TEPS is convinced of any compelling need for enhancement of rate, it may do so.
24. Any attempt on the part of the tenderers or their agents to influence the Chief Executive TEPS/Officers of TEPS in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in providing the said services or failure to provide the said services within the stipulated period.
26. Minimum three Bio-data/Resume of persons through whom the contractor intends to provide the service should be forwarded if called for and all expenses in this regard of selection shall be by the tenderers at their own cost. The contractor shall provide the service through the approved persons selected by TEPS. The contractor cannot have option to change such person's service without the prior approval of TEPS and without providing a suitable alternative agreeable to TEPS.
27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
28. The prices quoted should be inclusive of all direct taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract. The claim details of all indirect taxes may also be mentioned.
29. The tenderer will invariably furnish the following certificate with their bills for payment.

“Certified that I am responsible for the payment of all taxes in connection with providing this service, Certified further that we (or our Branch or agent) (Address)..... are registered as dealers in the State of ..... under Registration No. .... for purposes of taxes like

a.

b.

c. and we are exempted from ..... tax because .....

30. Special conditions, if any, of the tenderers attached with the tenders by the contractor will not be applicable to the contract unless they are expressly accepted in writing by the TEPS.

31. In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the Chief Executive, TEPS and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the TEPS at his entire discretion may determine.

32. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value "200" purchased in the Kerala State. Stamp Paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs.2000/-+GST@18%where Rs.1900/-+GST@18% being the value of the stamp paper andRs.100/-+GST@18% as incidental charges) which may be remitted by money order/NEFT in advance. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the Chief Executive, TEPS may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Chief Executive, TEPS is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

33. In case of any clarification needed in any matter of this tender the decision of the Chief Executive, TEPS shall be final and The Chief Executive if needed can take the assistance of similar clause in the latest Store Purchase Manual of Government of Kerala. TEPS clearly states that by quoting for the services listed in the schedule below do not mean that TEPS need to take the service. The selection of bidder and availing of one service or all vests with the Chief Executive, TEPS. The Chief Executive, TEPS can even decide to cancel the tender without assigning any reason.

<b>Superscription - Tender No &amp; dated &amp; Name of work</b>	
Due date and time for receipt of tender	As in the notice Inviting Tender
Date and time for opening of tender	
Date up to which the rates are to be firm	
Price of tender form	
Price of duplicate copy	50% cost of tender form + GST @ 18%
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent:	As in the notice Inviting Tender

Office: Thenmala Ecotourism Promotion  
Society (TEPS) Corporate Office,  
Vazhuthacaud,  
Thiruvananthapuram-695014

Date: 29-01-2022

**Sd/-**  
**Chief Executive**  
Thenmala Ecotourism Promotion Society



### SCHEDULE OF SERVICES

Sl. No.	Specifications	Quantity	Unit	Rate (Rs. P.)	Total (Rs. P.)	Remarks
1	2	3	4	5	6	7
1	Air-conditioned Sedan car with driver and fuel.	Daily city use 8 hrs and 80 kms	1 Nos			
		Daily city use 4 hrs and 40 kms	1 Nos			
		Outstation use (Above 80 Kms)	1 Nos			
		Monthly Hire (2500 kms)	1 Nos			
		Extra hour usage after 4hrs to 7 hours				
		Extra hour usage after 8hrs to 12 hours				
		Extra Kms beyond km fixed in slab				
		If both kms and hour exceed which to be considered.				
		Allowances for drivers if any. (Accommodation/Bata)				
2	Air-conditioned Hatch Back car with driver and fuel.	Daily city use 8 hrs and 80 kms	1 Nos			
		Daily city use 4 hrs and 40 kms	1 Nos			
		Outstation use (Above 80 Kms)	1 Nos			
		Monthly Hire (2500 kms)	1 Nos			
		Extra hour usage after 4hrs to 7 hours				
		Extra hour usage after 8hrs to 12 hours				
		Extra Kms beyond km fixed in slab				
		If both kms and hour exceed which to be considered.				
		Allowances for drivers if any. (Accommodation/Bata)				
3	Auto Rickshaw	Daily city use 8 hrs and 80 kms	1 Nos			
		Daily city use 4 hrs and 40 kms	1			

		kms	Nos			
		Monthly Hire (2500 kms)	1 Nos			
4	Jeep Non-A/C	Outstation use (Above 80 Kms)	1 Nos			
5	Tempo Traveller (16 Seater)	Outstation use (Above 80 Kms)	1 Nos			
6		Service of Driver only	Per hour			
	Service Charge					
	Taxes if any.					

Whether samples essential: No.  
 Period within which service should commence: 15 days from the date of work order.  
 Rates should be quoted inclusive of all charges for providing the said service to TEPS.

Other special conditions:

**AGREEMENT**

Articles of agreement executed on this the ..... day of ..... between the Chief Executive, TEPS (hereinafter referred to as “the TEPS”) of the one part and Shri..... (H.E. name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No..... dated ..... the bounden has submitted to the TEPS a tender for the ..... specification therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the TEPS a sum of `.....as earnest money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the TEPS.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the TEPS and the contract for ..... is awarded to the bounden, the bounden shall within .....days of acceptance of his tender execute an agreement with the TEPS incorporating all the terms and conditions under which the TEPS accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the TEPS shall have power and authority to recover from the bounden any loss or damage caused to the TEPS by such breach as may be determined by the TEPS by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount if decided by TEPS shall be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to the TEPS under or by virtue of this agreement if decided by TEPS shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the TEPS may deem fit.

In witness whereof Shri..... (H.E. name and designation) for and on behalf of the TEPS and Shri. .... Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. .... (date) .....

In the presence of witnesses:

- 1. ....
- 2. ....

Signed by Shri. .... (date) .....

In the presence of witnesses:

- 1. ....
- 2. ....

## SPECIAL CONDITIONS

### A. SCOPE OF SERVICES.

The Chief Executive TEPS invites bids from individuals/agencies/firms for providing vehicle services for TEPS. The contractor has to provide the specified vehicle as per the contract at the desired time and place specified by TEPS officers.

### c. Details of vehicles to be provided.

Service	Duration	Rate
<b>Option 1</b>		
Air-conditioned Sedan car with driver and fuel.	Daily city use 8 hrs and 80 kms	
	Daily city use 4 hrs and 40 kms	
	Outstation use (Above 80 Kms)	
	Monthly Hire (2500 kms)	
	Extra hour usage after 4hrs to 7 hours	
	Extra hour usage after 8hrs to 12 hours	
	Extra Kms beyond km fixed in slab	
	If both kms and hour exceed which to be considered.	
	Allowances for drivers if any. (Accommodation/Bata)	
<b>Option 2</b>		
Air-conditioned Hatch Back car with driver and fuel.	Daily city use 8 hrs and 80 kms	
	Daily city use 4 hrs and 40 kms	
	Outstation use (Above 80 Kms)	
	Monthly Hire (2500 kms)	
	Extra hour usage after 4hrs to 7 hours	
	Extra hour usage after 8hrs to 12 hours	
	Extra Kms beyond km fixed in slab	
	If both kms and hour exceed which to be considered.	
	Allowances for drivers if any. (Accommodation/Bata)	
Auto Rickshaw	Daily city use 8 hrs and 80 kms	
	Daily city use 4 hrs and 40 kms	
	Monthly Hire (2500 kms)	
<b>Option 3 (On call)</b>		
Jeep Non-A/C	Outstation use (Above 80 Kms)	
Tempo Traveler (16 Seater)	Outstation use (Above 80 Kms)	
Service of Driver per hour		
Service Charge		
Taxes if any.		

**B. STAFF REGULATIONS FOR THE DRIVER ENGAGED BY THE SELECTED BIDDER.**

1. All the drivers shall be below 56 years of age. If they complete 56 years during the contract they shall be replaced by new person.
2. All the personnel engaged should have a uniform ifso directed by the Chief Executive, TEPS.
3. All the drivers deployed shall be physically fit for the job.
4. The driver engaged by the selected bidder shall in no sense be deemed to be working under TEPS. The contract agreement engaged with the selected bidder shall not confer any right or lien for any permanent employment in TEPS.
5. The driver engaged by the selected bidder for the said service will not be eligible for food and accommodation by TEPS.
6. The driver deployed shall be available for all days including holidays of the month. There shall be no case of absenteeism.
7. The driver engaged by the selected bidder shall in all respects diligently and faithfully obey all orders and instructions of Chief Executive, TEPS in relation to the duties assigned to him.
8. Chief Executive, TEPS shall direct the selected bidder to terminate the service of any driver supplied if found misbehaving towards tourists or TEPS staff.
9. The driver deployed by the selected bidder shall at all times comply with the direction and instruction which may be given from time to time by Chief Executive, TEPS and other Officers of TEPS duly authorized by Chief Executive, TEPS.
10. The Selected bidder will ensure that all the driver deployed in TEPS are duly vetted by the Police authorities or appropriate authorities in so far as their character and antecedents are concerned. Besides the Selected bidder shall provide a list of particulars of all such driver deployed with TEPS in the following format along with a passport size photograph, and proof of identity to the Chief Executive, TEPS.
  - a. Full name
  - b. Date of birth
  - c. Father's name (Full)
  - d. Educational Qualifications
  - e. Detail of training
  - f. Details of experience
  - g. Whether Ex-SM/Ex – Police Man\ Ex - Paramilitary personnel or any other
  - h. Permanent Address
  - i. Local Address
11. The driver engaged by the selected bidder shall have no claim to TEPS in respect of statutory benefit due to the personnel's wages, PF & ESI Compensation under the Labour enactment, gratuity and compensation under workmen compensation act or any other matter connected with the service undertaken by the agency. All such claims will be responsibility of the selected bidder and TEPS shall not have any liability in this regard.
12. The selected bidder will be responsible for the payment of all statutory dues in respect of the driver engaged. TEPS shall deduct the EPF amount towards the employer and

employees contribution from the monthly service charge and remit the same to the EPF authorities.

13. The Selected bidder is the employer of all the driver engaged for this service and should therefore take all required registrations and pay premiums correctly to labour welfare funds constituted by the Central Government and Government of Kerala from time to time.
14. The driver engaged by the selected bidder shall have no police case/FIR in any police station and shall not be an accused during the period of service in TEPS.
15. TEPS has nothing to do directly with the driver engaged by the selected bidder with regard to the wages or matters, which the selected bidder makes with the personnel or whom it has engaged to do the service.
16. The general conditions of the service of the driver engaged by the selected bidder will be solely and exclusively the matter between the selected bidder and the personnel engaged.
17. The selected bidder hereby agrees that the service undertaken by the selected bidder will be done through the driver engaged by the selected bidder under direct supervision and should any loss occur to TEPS by the carelessness, loss etc will be made good to TEPS.
18. The selected bidder shall deploy such drivers who are medically fit to discharge the job assigned under the contract agreement.
19. If in any case there is absenteeism of driver providing the service without sanction of the reporting officer of TEPS, then five times of the expense incurred by TEPS/ the loss incurred by TEPS will be deducted from the selected bidder and the contract shall be cancelled by the Chief Executive, TEPS with immediate effect without notice.
20. Chief Executive, TEPS will have the power to reduce or increase the vehicles from the one mentioned in the scope of service.

**C. GENERAL REGULATIONS TO BE ADHERED BY THE SELECTED BIDDER.**

1. The selected bidder shall maintain a trip sheet for each trips undertaken by TEPS.
2. Trips shall be undertaken only on the written orders of the authorized officer designated by the Chief Executive, TEPS.
3. The selected bidder shall provide all required implements and tools for the driver at its expense.
4. SUB-LETTING: No part of the contract shall be sublet without the written permission of the TEPS nor shall transfers be made by "Power of Attorney" authorizing others to carry out the service or receive payment on behalf of the agency.
5. The Selected bidder must co-operate and co-ordinate with other Agency's involved in other operations and maintenance and installations on the site.
6. INSURANCE :The Selected bidder shall take necessary insurance to cover its driver on account of accident at the site.
7. DISCIPLINE: The selected bidder shall ensure perfect discipline; behavior and diligent performance of duties by the driver engaged. The personnel's engaged shall not in any manner cause any interference, annoyance, nuisance to TEPS or its officers/employees.

8. Loss caused to TEPS if any due to the fault of the selected bidder or its driver will be assessed by Chief Executive, TEPS and the same if desired by the Chief Executive, TEPS shall be forfeited from the selected bidder.
9. The selected bidder will give proof and number of their registration / provision of various Acts/Licenses/Registrations as directed by TEPS from time to time.
10. The selected bidder shall at all times co-ordinate with and /or work in co-operation with TEPS.
11. The selected bidder and its Personnel's shall be liable to surrender to Chief Executive, TEPS all records, documents, drawings, maps, information relating to TEPS, the lost items of visitors to which their driver may come across in the vehicle during the continuance of this agreement or otherwise.
12. INDEMNITY CLAUSE: The selected bidder will indemnify, and keep indemnified TEPS of all the claim of Personnel's of the selected bidder deployed at TEPS including claims of third party arising out of the involvement of members of Agency. In case TEPS is called upon at any time by any authority to apply such payment, compensation as admissible, amount/ cost of the damage shall be recovered from the Selected bidder including the amount payable under any award of any judicial or any authority including the cost of litigation incurred by TEPS in this regard.

#### **D. PERIOD OF AGREEMENT**

1. The contract agreement entered with the successful bidder shall be for a period of six months from the date of agreement.
2. If the service is found satisfactory by Chief Executive, TEPS, the contract can be extended.
3. The decision of extension of contact will be at the pure discretion of the Chief Executive, TEPS.
4. Each extension shall be for a period not more than six months.
5. The maximum time the contact can be extended is for a period of 30 months (2.5 years) from the date of agreement.
6. The selected bidder if desires shall send a letter requesting for the extension to the Chief Executive, TEPS before three months of expiry of the contract period. Such request letter of the selected will form part of the agreement.
7. The Chief Executive, TEPS or officer shall conduct a performance appraisal of both the successful bidder and the personnel deputed in every six months. The report shall be considered by the Chief Executive, TEPS for the renewal of the contract.
8. The period of agreement shall end on the date fixed in the agreement. The termination of the contract agreement shall be on the basis of the termination clause in the agreement.

## **E. PAYMENT AND MODE OF BILLS**

TEPS shall pay the service charges to the selected bidder as given below.

1. The selected bidder shall prepare a bill enclosing all trip sheets and submit to the Chief Executive, TEPS on 28<sup>th</sup> day of every month along with a statement of trips undertaken and detailing date, time, duration, starting place, closing place, starting kms, closing kms, starting time closing time and purpose and amount for the month shall be attached. On receipt of the bill only the Chief Executive, TEPS shall effect the payment as cheque/RTGS before the 7<sup>th</sup> day of the succeeding month. In default of which the selected bidder shall claim for bank interest for the delay caused. Payment will not be effected without proper bill from the agency.
2. The selected bidder has to provide a duly signed receipt of all payments.
3. The selected bidder shall intimate in writing about the bank account particulars to which the service charges has to be remitted.
4. Income tax at the rate prevailing at the time of payment will be deducted from each monthly bill and final bill.
5. All statutory payments other than GST in connection with the said service will be borne by the agency. If it is found that the selected bidder has not complied with the payment of the statutory dues to any statutory body such amount shall be deducted from the monthly service charge and security deposit.
6. Request for increase in rates from the rate quoted will not be considered during the period of agreement or the extended period up to three years.
7. If any lapse is found in providing with the required number of drivers for even one day, suitable penalty shall be imposed as per the discretion of the Chief Executive, TEPS.

## **G. TERMINATION OF CONTRACT**

1. If the service is not carried out to the satisfaction of Chief Executive, TEPS and if the behavior and character/conduct of the personnel engaged by the selected bidder are found to be unsatisfactory at any time during the period of contract, Chief Executive, TEPS reserves the right to terminate the contract.
2. Notice period of invoking termination clause will be one month.
3. Once the contract is terminated by Chief Executive, TEPS by giving notice, the selected bidder will not have any claim for the rates for the remaining period of contract.
4. If the selected bidder has abandoned the contract or has failed to proceed with the service due to negligence or has found to be failed to execute the service in accordance with terms and conditions of the contract, or is pertinently or frequently is neglecting to carry out his obligation under the contract, it shall be lawful for Chief Executive, TEPS to terminate the contract forthwith under written notice and to proceed with engaging alternate service provider through any other means or agencies.
5. During this contract if the selected bidder has failed to follow any of the conditions stipulated or has received a complaint from any source on the service rendered by the selected bidder, the selected bidder will be asked in writing to clarify the same within 15 days of the date of issue of the letter by Chief Executive, TEPS. The Chief Executive,



TEPS will send such letter seeking clarification to the permanent address for communication provided by the selected bidder during the tender. The clarification will be examined by the Chief Executive, TEPS and can decide on the matter of continuation of the contract. Chief Executive, TEPS if desires can impose penalty or can deduct such losses from all payments due to the selected bidder and allow continuing the contract or Chief Executive, TEPS shall have the right to terminate the contract with immediate effect. The decision of Chief Executive, TEPS in this regard shall be final. If the selected bidder claims the non-receipt of communication sent by Chief Executive, TEPS by any means shall not be considered. It is the duty of the selected bidder to make sure of providing the proper permanent address at all times to Chief Executive, TEPS in writing. If the selected bidder does not provide a clarification to Chief Executive, TEPS within the stipulated time the Chief Executive, TEPS shall have powers to decide on the matter of continuation of the contract.

6. The necessity of the conduct of internal enquiry on any matter relating to the agreement shall be at the discretion of the Chief Executive, TEPS.
7. The communications to the selected bidder shall be sent as registered post to the permanent address provided by the selected bidder at the time of agreement. No claims on the non-receipt of such notices shall be entertained in such cases. Such claims of non-receipt of communication sent through registered post shall be taken up with the postal department and TEPS shall in no way be responsible for such losses and has the full right to proceed with the course of action including termination of contract.
8. If the service is not carried out to the satisfaction of TEPS and if the behavior and character/conduct of the personals engaged by the selected bidder are found to be unsatisfactory at any time during the period of contract or the extended contract period Chief Executive, TEPS reserves the right to terminate the contract with one month notice and if the contract is so terminated the selected bidder will not have any claim for the rates for the remaining period of contract. In other cases the contract shall be terminable by both parties by giving notice in writing of not less than 1 month.
9. The court in Thiruvananthapuram and Kollam alone will have jurisdiction to entertain any matter relating to or arising out of the contract.
10. That the event of misconduct on the part of personnel's supplied by the agency, breach of any of the terms and conditions specified, Chief Executive, TEPS has the right to terminate the agreement.
11. That the selected bidder if intends to discontinue the contract can do so by giving Chief Executive, TEPS a notice of three months in writing of the agency's intention to drop and on the expiry of such notice the agreement shall be terminated. The decision of the Chief Executive, TEPS in this matter shall be final. The selected bidder shall be bound to accept the penalties imposed by the Chief Executive, TEPS in this regard.
12. If the selected bidder feels to appeal to any decision of the Chief Executive, TEPS it can make it in writing to the Chief Executive TEPS. The final authority for taking decision in all matters related to this contract agreement will be the Chief Executive TEPS.
13. For any other reason or in the case of any direction from Chief Executive TEPS, if TEPS feels to terminate the contract of the selected bidder the Chief Executive, TEPS can terminate the contract with the selected bidder with immediate effect without giving notice.

14. The Chief Executive, TEPS shall issue a notice of one month to the selected bidder to effect the changes if any needed in the conditions agreed by selected bidder in the tender and further the agreement and the selected bidder will not have any claim for any loss due to such changes. If the selected bidder fails to do so the termination clause shall be imposed. The levy of penalty in such cases shall be at the discretion of the Chief Executive, TEPS.

## **Annexure B**

### **INTRODUCTION, DEFINITIONS AND ABBREVIATIONS**

#### **A. Introduction**

Thenmala Ecotourism Promotion Society (TEPS) is a society under the administrative control of the Department of Tourism, Government of Kerala. TEPS is registered in July 1998 under the Travancore Cochin Literary Scientific and Charitable Societies Act 1955.

TEPS was formulated with the following objectives

- a. To develop Thenmala Dam and its surroundings as a major tourist destination.
- b. To promote ecotourism on the basis of sound principles of ecological sustainability in the surrounding areas of Thenmala.
- c. To have a well-planned tourism destination with emphasis on sustainable tourism development so as to become a model for other destination development programmes.

The tourism attractions created by TEPS lie in the Thenmala and Kulathupuzha Grama panchayat in the Punalur Thaluk, Kollam district. Around 200000 tourists visit the destination Thenmala every year. The major attractions include the Leisure Zone, the Adventure zone with adventure activities, Musical Dancing Fountain, Soft Trekking, Butterfly Safari, Deer Rehabilitation Center, Boating in the wildlife sanctuary reservoir and the Children's park inside the Nakshatranam.

#### **B. Definition**

- |       |                            |   |   |
|-------|----------------------------|---|---|
| (i)   | TEPS                       | – | Thenmala Ecotourism Promotion Society.  |
| (ii)  | Chief Executive            | – | The Chief Executive of TEPS duly appointed by Government of Kerala from time to time.       |
| (iii) | TPO                        | – | Tourism Promotion Officer of TEPS.  |
| (iv)  | Officer                    | – | The officer authorized by the Chief Executive to communicate with the selected bidder.      |
| (v)   | Selected bidder/Contractor | – | The bidder selected through this tender procedure.  |
| (vi)  | Personnel                  | – | The driver engaged and deployed by the selected bidder for providing the service to TEPS.   |
| (vii) | Tenderer/Bidder            | - | A person who intends to bid accepting all the conditions stipulated in the tender document. |