



**STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU
LIMITED
19-A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI-8**

T. No.10/2022-2023

TENDER DOCUMENT

FOR

OPERATION AND MAINTENANCE OF THE TRUCK TERMINAL AT SIPCOT INDUSTRIAL PARK, GANGAIKONDAN FOR A PERIOD OF 36 MONTHS (THREE YEARS) (THE WORK INCLUDES COLLECTION OF PARKING FEES, MAINTAINING ALL THE OTHER AMENITIES AND THE PARKING AREA INSIDE THE TRUCK TERMINAL) IN TIRUNELVELI DISTRICT.

E.M.D. Rs.49,750/-

TENDER DUE ON: 17.06.2022

TENDER SUBMITTED TO:

**The Superintending Engineer,
SIPCOT Ltd.,
19-A, Rukmani Lakshmipathy Road,
Egmore, Chennai-600 008.**

STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LIMITED
TENDER NOTIFICATION

1. Tender for the work of “**OPERATION AND MAINTENANCE OF THE TRUCK TERMINAL AT SIPCOT INDUSTRIAL PARK, GANGAIKONDAN FOR A PERIOD OF 36 MONTHS (THREE YEARS) (THE WORK INCLUDES COLLECTION OF PARKING FEES, MAINTAINING ALL THE OTHER AMENITIES AND THE PARKING AREA INSIDE THE TRUCK TERMINAL) IN TIRUNELVELI DISTRICT**” is invited by the Superintending Engineer, SIPCOT Ltd., 19-A, Rukmani Lakshmipathy road, Egmore, Chennai 600 008.
2. Tender Schedule can be available by down loading from the Web Site **www.tender.tn.gov.in**. The applicants can use such downloaded forms to submit the tender document. No cost towards tender forms shall be required to be paid by those who use the forms downloaded from the designated website / internet. The duly filled in tender documents are to be submitted directly to the address mentioned above.
3. Tenders will be received in SIPCOT Ltd, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008 on **17.06.2022** till 3.00 PM and the tenders will be opened on the same day at 3.30 P.M. in the presence of the tenderers or their authorized agents present at the time of opening.
4. Tenders must be submitted in sealed covers and should be addressed to the **Superintending Engineer, SIPCOT Ltd, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008**. The name of the tenderer and the name of the work, date and time of opening of tender shall be noted on the cover.
5. The tenders will be scrutinized by an Evaluation Committee constituted for this purpose.
6. If the tender is made by an individual, it shall be signed with the full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name, by a member of the firm, who shall also sign his own name and the names and addresses of each member of the firm shall be given.
7. In case of proprietary or partnership firm it will be necessary to produce the certificate for the proprietor or proprietors and for each of the partners as the case may be.
8. The parking charges per Vehicle shall not be more than **Rs.140/-** per Day. Day means 24 Hours from the time of issue of token.

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9. The tenderer should have experience in similar nature of works.

10. All tenderers should produce a copy of latest Income Tax return/ and GST Registration duly attested by the Gazetted officer/Notary Public.

11. The tenderer must not have been debarred or black listed or terminated by any of the Central / State Govt. Departments /Govt. Undertakings/ Boards.

12. The tenderer should inspect the site and satisfy himself before quoting the rate.

13. If the quoted amount is less than the upset price in sealed bid, the tenderer will be disqualified, even if the tenderer is highest one in the tender. The highest quoted amount will be considered as qualified.

14. When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the SIPCOT Office, Chennai-8 before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the period so specified, his tender will not be considered. He shall forthwith upon intimation being given to him by the SIPCOT, on acceptance of his tender, shall produce Caution Deposit. He should also produce Non-Judicial Stamp Paper for the value of Rs.100/- for preparing Agreement. He shall then sign the original agreement first, which will be accepted and signed by the competent authority of SIPCOT. The Caution Deposit together with the EMD and the amount with held shall be retained as security for the due fulfillment of his contract. Failure to enter into the required agreement or to make the Security Deposit as defined in the paragraph within 15 days from the intimation shall entail forfeiture of the EMD. The written agreement to be entered into between the contractor and the SIPCOT shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of SIPCOT.

15. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form/or in due time will be rejected. Rates of lump sum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form, the conditions of contract, the drawings, specifications or quantities accompanying the

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same will be recognized and if any such alterations are made, the tender will be deemed to be void.

16. The fact of submitting the tender implies that the tenderers have actually inspected the site of work and have examined before tendering, the nature and extent of various kinds of work involved and have based their tender on such examination by them and no future representation in this regard will be considered.

17. Only tenders received within the prescribed time and date will be considered. Tenders received after 3.00 p.m. on the tender date (late tenders) will not be taken into account and will be summarily rejected.

OTHER CONDITIONS OF CONTRACT

1. The tenderer must have a minimum turn over of Rs.119.00 Lakhs /- (Rupees One Hundred and Nineteen Lakhs Only) in any one of the preceding Five Years.

2. Tenders not accompanied with the notified **EMD** in the acceptable form shall be rejected.

3. The **EMD** will be retained in the case of successful tenderer and will not carry any interest. It will be refunded after satisfactory completion of work and smooth transfer of the works to the next incumbent after expiry of the contract period.

4. The **EMD** paid by unsuccessful tenderers will be refunded.

5. The performance of the Tenderer will be reviewed once in six months. If the performance is found satisfactory, then the contract may be extended. If the performance is found unsatisfactory, the contract will be terminated with 30 days advance notice and the deposits will be forfeited.

6. The successful tenderer must pay as **Caution Deposit** a sum of Rs.-----
-- Lakhs (Rupees ----- Lakhs only) **(5 times of the quoted rate per month)** in the form of Demand Draft from a scheduled Bank in favour of SIPCOT Ltd, Chennai-8 payable at Chennai, (in the name of tenderer / firm only) which will not carry any interest and the same will be refunded after satisfactory completion of work and smooth transfer of the works to the next incumbent after expiry of the contract period.

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7. Only after fulfilling the above condition, the work order will be issued. The **EMD** shall be forfeited, if he does not adhere to the payments aforesaid.

8. On receipt of intimation of acceptance, the successful tenderer shall attend the office of SIPCOT Ltd, Chennai 600 008 within 15 days and shall sign in the agreement in the proper departmental form for the due fulfillment of the contract.

9. The Date of commencement of collection of parking fee will be the date in which the site is handed over to the Tenderer which shall not be later than fifteen days from the date of work order. The period of License shall be 36 months (three years) from the date of commencement.

10. Over writings or conversions of figures, or corrections, where unavoidable should be made by crossing out, initialing dating and rewriting. In case of difference between the rate quoted in figures and words, the higher of the two will be considered.

11. The tenderer shall sublet the amenities to any other person. Dispute if any has to be sort-out by the tenderer.

12. The tenderer shall take risk insurance at his cost against losses due to unprecedented floods and other acts of Nature and the SIPCOT Ltd., will not bear the cost towards such damages.

13. The SIPCOT besides the periodical review, reserves its right to cancel the license either in part or in whole, in case of poor performance, misrepresentation of facts, non-compliance of the terms & conditions, rules and regulations, safety codes etc., by giving 30 days advance notice, in which case the deposits paid will be forfeited.

14. In addition to the License fee, all other taxes are to be borne by the Tenderer, as amended by the State/Central Government from time to time.

15. The Tenderer would be responsible for all breakages or loss of any property attached to the Truck Terminal as well as that of the co-agencies working in the terminal (movable, immovable in this Terminal) attributable to the Tenderer's negligence and the cost of such damages/replacement would be borne by the Tenderer.

16. Any amount due from the Tenderer over and above the deposits remaining with SIPCOT can also be recovered under the Tamilnadu Revenue Recovery Act, as amended from time to time.

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17. The courts of Chennai shall have the exclusive jurisdiction in all matters pertaining to this License.

18. The validity of the tender shall be 120 days from the last date for receipt of tender.

19. SIPCOT reserves the right to reject any tender or all the tenders received without assigning any reason therefor.

20. Any default in payment or breach of non-fulfillment of tender conditions by the Tenderer, the license shall be deemed to be automatically cancelled and no further communication would be sent in this regard separately.

21. The contractor must implement all the statutory provisions to workmen engaged by him to carryout the said works, especially **the provisions of EPF Act 1952** and its miscellaneous provisions by maintaining the relevant records, producing all the relevant documents/returns to the statutory authorities.

22. The contractor shall engage workmen of **age not less than 18 years and not greater than 58 years.**

23. The minimum wages as per Minimum Wages Act shall be paid by the contractor without any additional claim from SIPCOT.

24. The Tenderer will be permitted to collect parking charges per day (i.e, charges shall be collected for the period of 24 hours from the time of parking the vehicle

25. The parking charges per vehicle should not be more than (i.e. 24 Hours) **Rs.140.00** (Means 24 Hours from the time of issue of token)

26. The Tenderer shall have to fix a display board at his cost in the prominent place for informing the prescribed parking charges as mentioned along with the address and Contact Numbers of the Tenderer.

27. No excess amount against the above prescribed charges shall be collected. The excess fee collection, in any will lead to levy of penalty as mentioned below:

On receipt of complaints on Excess fee collection for the

1. First time – Rs. 5000/-
2. Second Time – Rs.10000/-
3. Third Time – Rs.20000/- & Cancellation of License

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28. No amount should be collected for Government vehicles and VIP vehicles.
29. The Tenderers will not be permitted to carry out any type of new construction activity in any form such as permanent/temporary sheds (or) to alter the existing parking places etc.
30. If any modification essentially required, he has to get permission from the SIPCOT officials for such modification and the modification made is the property of SIPCOT and will not bear any cost towards the modification.
31. The Tenderers should maintain a Complaint Register in the Parking places and allow the public to register their complaints if any, in the Register which will frequently be inspected by the inspecting staff/officials of SIPCOT.
32. The parking shall not be used for any other commercial purpose in any form.
33. Tenderers shall have to issue a token to all the users when parking their vehicles, indicating all details such as the Registration Number of the Parked vehicles, in-time of the parking and date of parking of vehicles etc.
34. While parking the vehicle in the parking area, a responsible person has to be available in the vehicle. The Tenderer should provide display board accordingly.
35. The CCTV Camera with recording facility (CCTV Surveillance System) should be installed by the successful Tenderer at his own cost.
36. CCTV Surveillance System should be maintained in running condition 24 x 7 by the Tenderers at his own cost for the entire license period and on completion of the license period the Tenderer should remove the CCTV Surveillance.
37. A clock that can be read easily by day or night showing the time on 24 hour basis has to be installed.
38. The Tenderer will print computerized tickets containing therein the ticket number, the charges leviable as parking fee, time, Date and handed over to the owner of the vehicle at the time of entry.
39. Apart from these terms and conditions, the Tenderer should adhere the instructions issued from time to time by the SIPCOT.
40. The GST value as mentioned in Schedule – A is the applicable GST at the time of execution of this agreement. Any changes in the value of the GST in

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the future will be applicable and the contractor is bound to pay the same as and when demanded.

“All duties, taxes, and other levies except GST, payable by the contractor under the contract, or for any other clause shall be included in the rates, prices and total Bid Price submitted by the bidder”.

GST will be charged on the amount collected from the tenderer on account of rent, electricity, water charges etc., if availed by them.

41. Tender will be called for and a new agency will be fixed after three years on completion of the prevailing contract period. SIPCOT reserves the right to extend the present contract if needed.

SPECIAL CONDITIONS:

1. The Contractor should not collect more than the prescribed amount shown in the Tender Notification. If any complaint is received regarding collection of higher rates and found to be proved, penalty will be levied as indicated in the Tender Notification, besides the contract of license is liable to be cancelled after due notice.
2. The Contractor shall have the right to exhibit the Boards at the entry gates which may indicate the rates and charges for the entry of vehicles in his/their own cost.
3. The Contractor should keep the parking areas neat and clean always and should not use the parking areas for any other purpose except parking.
4. The Contractor should not make use of the areas other than the areas specified as parking areas/roads, for parking and collecting fee.
5. The Contractor should demarcate the parking slots at his cost and maintain them free from encroachments by hawkers etc.
6. No damage should be caused to the SIPCOT property such as roads, floorings, buildings, light fittings, roof cover, landscaping, parking bays etc. where parking is permitted.
7. The Contractor should handover the possession to SIPCOT after the tenure. If any missing, they will have to replace it by new one or else the cost of replacement will be recovered from the Contractor deposit amount.

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8. The Contractor is solely responsible for theft or loss of vehicles parked and no claim or litigation will be entertained on this account. He should engage as many parking attendants as it deemed necessary and pay wages to them at his own cost.

9. The Contractor is solely responsible for the award of benefits such as Group Insurance Provident Fund, EPF, ESI facilities to his employees. The Contractor shall adhere to various labour laws in the matter of employment of his men put to collect the parking fee and maintenance activities the SIPCOT will not vouchsafe any deficiencies of the Contractor in the matter of adherence of this condition.

10. Parking of vehicles should under no circumstances be permitted beyond the demarcated area.

11. SIPCOT will not compensate for '**NIL**' collection of fee due to bandhs, holiday and strikes and any other reasons.

12. Any breach of conditions of this tender will entail cancellation of the agreement without further notice.

13. The Contractor should maintain Statistics of the vehicles coming to the Truck Terminal every day.

14. If the SIPCOT revises the rates, the Contractor should obtain a specific order from the Managing Director, SIPCOT Ltd, Chennai 600 008, after payment of additional license amount proportionate to the increase in tariff.

15. The Contractor shall remove from work, his workers, who are found to be negligent in their duties.

16. The Contractor shall take necessary insurance cover for accidents and towards any other dues that would become payable by him under "Workmen Compensation Act" or any other statute that would be applicable and on no account SIPCOT will be liable to pay under this account.

17. The SIPCOT will not be responsible for any personal injury or loss to the representatives / workers of the Contractor or loss of materials of the Contractor.

18. The Contractor would indemnify SIPCOT against all liabilities and amount that may become payable due to lapse, non-compliance of any statutory obligations by him.

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19.The Contractor shall report immediately to the maintenance staff, any incidence/evidence that may indicate or is likely to lead to problems/collapse of the system and to immediately take emergency corrective steps to avoid any major quarrel/damages to the systems.

20.The Contractor should observe all disciplinary and safety codes applicable in general and should work in coordination with other maintenance agencies for the overall benefit of the Terminal.

21.The Contractor shall carryout any other instruction given from time to time by the Officials of SIPCOT.

22.Though the agreement is for three years, the performance of the Contractor will be reviewed periodically.

23. The SIPCOT besides the periodical review, reserves its right to cancel the license either in part or in whole, in case of poor performance, misrepresentation of facts, non-compliance of the terms & conditions, rules and regulations, safety codes etc., by giving 30 days advance notice, in which case the deposits paid will be forfeited.

24. In the event of the work being transferred to any other officer of SIPCOT, the officer concerned having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in-favour of the SIPCOT.

25.The Contractor would be responsible for all breakages or loss of any property attached to the Terminal as well as that of the co-agencies working in the terminal (movable, immovable in this Terminal) attributable to the Contractor's negligence and the cost of such damages/replacement would be borne by the Contractor.

26.Any amount due from the Contractor over and above the deposits remaining with SIPCOT can also be recovered under the Tamilnadu Revenue Recovery Act, as amended from time to time.

27.The courts of Chennai shall have the exclusive jurisdiction in all matters pertaining to this Agreement

28. In addition to the Electricity charge, Water charges payable to SIPCOT, Panchayat Tax, License fee, GST, Educational Cess, Surcharge etc. are to be borne by the Contractor.

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29.**Income Tax at prescribed rates under section 206C of Income Tax Act has to be remitted by the Contractor.**

30.In case of delay in payment by Contractor beyond the prescribed periods, Contractor shall be liable **to pay interest at 18% per annum** or part thereof on the entire amount due.

31.The Contractor shall **NOT ALLOW female members for staying in the Dormitory buildings.**

32.**The contractor should produce the log book extract and the copies of bills made for the vehicles parked during every month to the Project Officer, Gangaikondan.**

33.The contractor has to take insurance for the contract value and the coverage should be for the contract period including the EOT period, if any, granted for this work.

34.The contractor has to produce documentary proof for Minimum Wages Act, PF, ESI etc., without violation of labour law in connection with the labour employed for the execution of this work.

APPENDIX HEREIN BEFORE REFERRED TO CLAUSE NUMBERS

1. Period of contract	Three Years
2. Date of commencement of the Work	The date of commencement of the work will reckon from the date of handing over of site.
3. Earnest Money Amount	Rs.49,750/-
4. Caution Deposit	5 times of the quoted rate per month

PENAL ACTIONS

RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

In every case in which provision is made for recovery of money from the contractor, SIPCOT shall be entitled to retain or deduct the amount thereof from any money, that may be due or may become due to the contractor under these presents and or under any other contract or contracts or any other account what so ever.

RECOVERY/UNDER REVENUE RECOVERY ACT:

Whenever any amount has to be paid by the contractor in view of determination of the contract by virtue of clause 57.4 or any amount that may be due or may become due from the contractor under these presents and the contractor is not responding to the SIPCOT shall be entitled to recover the said amount under the provision of the Tamil Nadu Revenue Recovery Act 1864 (Tamil Nadu Act V of 1864).

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