

TENDER SCHEDULE

LICENSING OF SPACE FOR CARRYING PARCEL SERVICE IN SELECTED ROUTE BUSES

LAST DATE AND TIME OF SUBMISSION: 14:00 Hrs.
ON 30.06.2022

TAMIL NADU STATE TRANSPORT CORPORATION (SALEM) LIMITED
SALEM - 7

TENDER Notice No .OT-03/2022

GENERAL CONDITIONS

The tender consists of Technical Bid and Commercial Bid in the prescribed form.

The tenderer shall furnish two bids (a) Technical Bid (b) Commercial Bid in two separate covers duly super scribed in the respective cover properly and lodge them in one outer cover.

Both the bids shall not be clubbed in one cover.

The prescribed format for Technical Bid is given in Schedule-I and the Commercial Bid is given in Schedule-II of the tender schedule.

The Technical Bid shall be short listed to ascertain the eligible tenderers and then offer containing the Commercial Bid in respect of successful Technical Bidders shall be opened for further processing on the specific day which will be informed by TNSTC (SALEM).

Failure to submit the bids in two covers shall result in rejection of the tender summarily. The tender for Technical Bid shall be opened by the Tender Opening Committee in the presence of tender participants.

Only one participant representing each tender will be allowed to participate in the opening of tender. Evidence for representing the concerned firm to be produced i.e authorization letter of the concerned firm to be produced at the time of entrance of Tender opening hall.

Demand Draft for EMD and all other relevant documents shall be enclosed along with Technical Bid only.

The downloaded Tender Document from website should accompany a Demand Draft for Rs 10,000/- along with Technical bid.

Based on the evaluation of Technical Bid, the short listed Commercial Bids shall be opened on the specified date informed by TNSTC (SALEM).

MANAGING DIRECTOR

SPECIAL CONDITIONS:

LICENCING OF SPACE FOR CARRYING PARCEL SERVICES IN 50 BUSES

PRE-QUALIFICATION FOR PARTICIPATION IN THE TENDER FOR LICENSING OF SPACE FOR CARRYING PARCEL SERVICE IN 50 BUSES ATTACHED TO VARIOUS TNSTC(SALEM) DEPOTS.

The licence fee should be quoted / bus / day (Exclusive of taxes, levies, and duties, any other charges etc. payable to Central / State Governments and various Authorities) in Rupees and also in words considering the total no. of buses as a single route only.

The number of buses are as mentioned in the schedule II, Annexure II.

The licensee shall not reduce the no of buses/routes, during the entire period of contract. The license fee is to be paid irrespective of whether parcel service is being carried out or not.

The licensee shall arrange lock and key for the parcel box and the following details at the security supervisor room of each depot.

1. Name of the Licensee
2. Date of allotment
3. Date of expiry of contract
4. No. of buses allotted

Erection, Maintenance, Repair

The Licensee shall furnish the programme of implementation of Parcel service at least 15 days in advance to enable to allot the vehicles.

Authorization of person employed for purpose of parcel services shall be furnished by Licensee in advance to issue entry passes to allow them inside the depot.

No material and other facilities such as tools, labour, etc. shall be provided to the Licensee by the Corporation relate with Parcel Service operation in the buses.

The Licensee shall ensure full safety and security for the men and material of the Licensee and licensor during the time of transit of Parcels in the buses and the Licensee shall not cause any inconvenience to the travelling public in the buses.

The licensee shall not be concerned with the luggage of the passenger ie accompanied luggage or with the department own material like Dak, etc. The licensee can book and load only unaccompanied luggage ie where passenger is not accompanying and should be not be prohibited or contraband material as per law.

The licensee shall ensure that the material loaded on the luggage carrier are properly secured to withstand transit and weather challenges.

All works related to maintenance, repairs and upkeepness shall be allowed.

Certification by Corporation for having fixed the lock and key for the Parcel box.

The Licensee shall obtain a certificate from the competent authority of the Corporation for having fitted the lock and key for the Luggage Box in the buses immediately after the erection work is fully completed in order.

Responsibility of Licensee to take permission from statutory authorities

It shall be the sole responsibility of the Licensee to obtain necessary permission, orders etc., from the statutory authorities in matters concerned with Parcel Service.

1. There should not be any disturbance to the traveling public during the activities of loading and unloading of parcel.
2. Time schedule of the vehicles should be adhered properly.
3. The license fee has to be quoted per bus/ per day (exclusive of taxes, service taxes, fees charges etc. to local bodies, State/Central Government etc.)
4. The license fee shall be paid every month well in advance before 25th of the preceding month
5. The service Tax, other Tax, fees, charges etc. to local bodies, State/Central Government, applicable in force shall be paid by successful tenderer.
6. Increasing number of vehicles is at the discretion of the corporation.
7. The parcel loaded by the licensee should be properly packed in wood or baskets or suitable material and should conform to the following maximum dimensions.
 - a) The size of the parcel should not be more than 150cm x90cm x 90cm (lbh)
 - b) The weight of each parcel shall not exceed 50Kgs.
 - c) Overall weight of the parcels per vehicle should not exceed 750Kgs(Maximum permissible weight)and 1000Kgs for Ultra Deluxe buses.

Maintenance of the Parcel Box shall be done neatly by cleaning the box once in a week with a clear soap powder, liquid or any other suitable material as the case may be and painted once in three months or earlier to that period if it is required according to the opinion of the Corporation. Under no circumstances lack of maintenance of the Parcel Box shall be allowed to cause damage to the image of the Corporation. If however, the Licensee does not comply with the above requirements of maintenance norms, the contract agreement shall become ceased after issue of three notices at 15 days interval each.

Repairs of Parcel Box shall be attended to immediately on issue of notice by the Corporation or within 7 days from the date of issue of such notice depending upon the nature and seriousness of repairs and if however such repairs are not attended by Licensee within stipulated time.

In cases when the Parcel Box is damaged due to external force like accident etc., the Licensee will be permitted, on application to the Corporation, to replace a new Parcel Box for the remaining period of the licence.

Terms and Conditions for Parcel Service.

- The consignment must not contain any letter of communication which will infringe the Indian postal Act 1983, cheques, drafts, files, stationery, documents, negotiable instruments, banking papers, and such other documents are not barred from being sent through parcel service. Envelopes, Parcels in good faith that they do not contain anything which will infringe the law. However the consignment should not contain any paper or documents which cannot be reconstructed in case of laws.
- Consignments, which are hazardous Nature, (Chemicals, Flammable articles and Liquids) expressly, prohibited by the Railway / Airport authorities or any other transport agency, shall not be accepted.
- Cash, Jewels, Textiles, High value gift articles, share certificates and travel documents should not be enclosed in the parcel consignment, STU is not liable, in case of any loss or damage to the above consignment.
- The consignor shall ensure that the consignment is properly packed to withstand the handling.
- The consignee should ensure the specified cut-off-time for on time delivery of the goods failing which Corporation is not responsible for the loss or any other damage what so ever for the going at his own risk.
- The contractor shall arrange for loading and unloading of parcels and goods into and from the buses by engaging persons at their own cost. The persons engaged by the contractor for loading and unloading of parcels- goods shall not indulge in any other activity in the Bus station- except for loading and unloading of parcels and goods by the contractor. The contractor has to pay the loading and unloading charges to the persons engaged by him.
- Any additions or alterations proposed to be made to the accommodation provided to the contractor shall be decided by the Managing Director of corporation.
- The contents of the parcels and goods booked for transportation, cost of the parcel and the weight of the parcel shall be clearly recorded in the L.R/Manifesto. to be handed over to the crew under acknowledgement at the time of loading the parcel and goods in the bus for transportation. Failure to record the particulars of parcels and goods on the L.R/Manifesto. may entail the contractor liable-in case of loss or damage in transit.
- The consignment should cover insurance, if it contains valuable items.
- Though at most care shall be taken by this STU for transporting the goods from one place to destination, STU is not liable for any unforeseen delay like accident, fire, traffic blockage, canceling the service, breakdown etc.
- Octroi or service tax, educational cess and any other charges, if any levied by the Central / State Governments and Local authorities is applicable is to be paid by consignee.
- The Corporation shall not be accountable for any loss or damage or theft of equipment accessories etc. that the contractor may suffer for any reason or for any other cause.
- The Contractor shall not accept prohibited and contraband goods.
- If the Contractor fails to adhere to the above condition the contract is liable for termination besides imposition of penalty as deemed fit including forfeiture of Security Deposit amount. The Contractor shall ensure transportation of restricted goods with necessary permits issued by the competent authorities.

- In case of transshipment of parcels and goods where there is no direct service, the Contractor shall engage his/her own staff for the transshipment.
- Any dispute arising out of this transaction shall be decided by the Managing Director of the respective STU where the consignment is booked.
- Any dispute arising out of this transaction (if necessary) will have to be settled amicably between the parties. If any issue needs to be filed in the court, the jurisdiction of the court will be only where the local operators of this respective STU within whom the consignment has been booked for transport.
- The STU is in no way connected with the consumer. The agency should inform all the terms and conditions to the consumer.

OTHER CHARGES:

The licensee shall pay all the statutory taxes inclusive of service tax, levies, duties, fees etc payable to the concerned Authorities, from time to time and produce documentary evidence in support of compliance of the above to TNSTC(SALEM), periodically. The licence may be renewed only after production of evidence for up-to-date payment of such charges to authorities and subject to observance of other terms and conditions.

PLEDGING

The licensee shall not pledge, sublet, sub contract, sell, transfer, create charges, and dispose to any other agency/body/person. Otherwise the right of doing the parcel service covered under the contract will be cancelled.

ii. The letter of acceptance or the parcel Service work order issued by TNSTC(SALEM) should not be used for any other purpose including Bank Loan, Security or for any other financial transaction purpose.

PERMISSIONS FROM AUTHORITIES:

It is the sole responsibility of the licensee to obtain necessary Licence / permission / approval orders etc. from the Governments concerned, Government bodies, Statutory Authorities for all the matters concerned with service of Licensing of Space for carrying parcel service in 50 Buses covered under this tender under Licence fee.

CREW CHARGES

The crew (Driver or Conductor) will be paid crew charges at the rate of Rs..5/- per article for material loaded on the bus. The crew charges will be paid by the Licensee directly to the Crew at the time of loading the material and the crew shall sign the Manifest for having received the material as per the details mentioned in the Manifest.

LOSS OF PROPERTY

TNSTC(SALEM) is not responsible for loss of any property relating to the Licensing of Space for carrying parcel service in 50 Buses due to any reason including theft, breakage, damage, accident, agitation etc. However, the consignments after loading will be handed over to the crew concerned by means of manifest and shall hand over at the destination to the authorized representative of the licensee and obtain unloading report. The crew shall ensure that the goods handed over to them and delivered at the destination without any shortage in the number of articles initially handed over to them and delivered at the origin. If any article is missing, the concerned crew will be responsible and departmental enquiry to be conducted by the corporation within one month from the date of reporting by the licensee and if the crew is found guilty, appropriate recovery measures to be instituted by the corporation to make good the loss to the licensee within 3 months.

The Corporation will ensure that necessary instructions will be issued to the Bus Station Manager and Crew to load the material booked by the Licensee by way of Written intimation / Circulars and necessary remarks in the invoice of the crew or any official document meant for the crew's duties. Any refusal by the crew shall be reported by the Licensee's representative to the concerned Station Manager and the Corporation will initiate necessary action or steps to ensure that the crew does not refuse loading in the allotted buses.

It is the full responsibility of the licensee to arrange for security / supervision while the goods are in the bus stand premises and the Corporation is not responsible for loss due to any reason. No remission or deduction shall be allowed from the License fee for the loss of such materials.

AGREEMENT:

- i. The letter of Acceptance will be issued by TNSTC(SALEM) in duplicate for service and return of the acknowledged copy in token of acceptance of the terms and conditions laid down in this letter of acceptance.
- ii. The successful tenderer on accepting the above letter, shall arrange to remit the Security Deposit & also the advance licence fee besides executing the contract agreement, within seven days from the date of receipt of letter of acceptance and permission.
- iii. If the successful tenderer fails to execute the agreement or fails to remit the licence fee within the prescribed date, the EMD and the security deposit will be forfeited.
- iv. The following documents shall be deemed to form and be read and construed as part of the Agreement:-
 - a. The Agreement.
 - b. The letter of acceptance for the payment of advance licence fee, security deposit and execution of contract agreement.
 - c. Acknowledgement letter from the successful tenderer
 - d. This Tender Schedule.
 - e. The tender submitted by the Successful Tenderer in the case of any dispute, (a) document shall prevail over the other documents, as furnished in the above order, (b) document getting the highest right.
- v. The successful tenderer, after signing the agreement will henceforth be known as licensee for this licence.
- vi. The agreement is for 33months only.

LICENCE FEE PAYMENT:

- a) The payment of licence fee should be in advance by 25th of every preceding month by the licensee.
- b) The licence fee shall be paid in advance every month on or before 25th of previous month failing which interest at 18% per annum shall be levied on such arrears of fee. Last date of payment with interest is last date of the previous month. The licence will not be permitted to do the parcel service in the in the 1st day of the corresponding month and cancelled automatically without further notice with forfeiture of Security Deposit etc by the licensor. No remission of fee or compensation whatsoever shall be allowed to be made by the licence.
- c) The licence fee shall be paid in the form of Demand Draft in favour of M/sTamil Nadu State Transport Corporation (Salem) Limited, 12, Ramakrishna Road, Salem 7 payable at salem from any Nationalized or Scheduled Bank.

- d) The licence fee, statutory levies, including Parcel Service operating fees (including service charges), Service tax, etc., if not paid at the specific time, the original agreement/Renewal Agreement will not be signed and the contract is deemed to be terminated automatically with the forfeiture of Security Deposit and the licence awarded will automatically be deemed to be taken over by TNSTC(SALEM). The Service Tax is to be paid to TNSTC(SALEM) Ltd along with every Licence fee amount payment @ 14.50%, or as governed by the Central Excise Department. The Security Deposit is to be paid to TNSTC(SALEM) Ltd. along with Parcel Services fees (including service charges), as per the Rule 343 of TNMV Rules, 1989 initially and then Advertisement fees (including service charges) is to be paid for the subsequent 2 spells of agreement.
- e) No claim from Licensor shall be entertained for waiving or remission of Licence fee or for part payment or postponement of payment date, under any circumstances.

INSURANCE COVERAGE:

The Licensee at his own cost, shall arrange for insurance coverage for advertisement of on buses towards loss due to accidents, theft, natural calamities etc.

PAYMENT OF TAXES, FEES, CHARGES, ETC.

a. The licensor shall pay all taxes, fees, charges, etc., demanded by Local bodies, State Government, Central Government, any other authorized statutory bodies, etc., from time to time without any arrears thereof. If the licensee fails to do so the Licence granted under this deed shall be terminated immediately and the licensee shall forfeit the right of advertisement forthwith with no compensation whatsoever for the purpose. No adjustment of accounts for any kind shall be allowed towards payment of taxes, fees, charges etc mentioned above.

b. The licensee shall produce the receipt of payment in original as evidence for having paid all taxes, fees, charges, levies, etc. as per demand made by the concerned Statutory bodies and hand over a photo copy of the same to the TNSTC(SALEM) at the time of remitting the said amount, failing which the TNSTC(SALEM) shall be at Liberty to terminate the Licence forthwith with no compensation to the licensee.

LEGAL COVENANT:

(a) Indemnification of TNSTC(SALEM) with regard to any suit made by any person or body of persons in respect of leasing the space for the parcel Service in 50 buses. The licensee shall indemnify the TNSTC(SALEM) from any covenant that may arise due to filing a suit or otherwise by others in respect of any matter under this deed.

(b) Indemnification of TNSTC(SALEM) with regard to damages caused:

The Licensee shall indemnify the TNSTC(SALEM) from any covenant either monetary or otherwise that may arise due to damages caused to any person or body of persons either in the form of property loss, loss of life, injury to body, etc.

(c) Indemnification of the TNSTC(SALEM) with regard to any compensation or other causes arising out of incidents, accidents etc.. caused.

(d) The Licensee shall indemnify that TNSTC(SALEM) from all legal covenants and from any claim by any party that may arise due to damages/losses caused due to this licence either by way of an incident or accidents or otherwise during the period of Licence deed.

(e) Indemnification of TNSTC(SALEM) with regard to wages, salaries, dues to any person or body of persons etc. The licensee shall indemnify the TNSTC(SALEM) from any claim by any person or body of persons in the matter of wages, salaries, and compensation, dues etc. in connection with any matter covered under this Licence deed.

- (f) Pledging, selling, transfer, creating charges etc...on display of right. The licensee shall not pledge, sell, transfer, create charges, and dispose otherwise the right of advertisement covered under this deed to any other agency/body/person.
- (g) The letter of acceptance or the work order issued by TNSTC(SALEM) should not used for any other purposes including Bank Loan, Security or for any other financial transaction purpose.

CANCELLATION OF PERMISSION:

1. The TNSTC(SALEM) shall not be responsible for any discontinuance of Licensing of Space for carrying parcel service in 50 Buses under this deed caused under instructions of the State and Central Government or due to the policy decision taken by the Board of Directors of the TNSTC(SALEM), or by introduction of any new Statutory provisions. In the event of such discontinuation, the TNSTC(SALEM) shall arrange to refund the Security Deposit to the Licensee within 30 days from the notice of such cancellation after deducting any dues payable to the TNSTC(SALEM) by the Licensee and on pro-rata basis of usage period of the bus parcel service.

2. The firm has to be in contract for a total period of 33 months, In the event of the firm withdrawing from the contract on its own for any reason on its own, any day, during the course of this contract period of 11 months, it amounts to breach of contract and in that event the Security Deposit and the advance licence fee paid by the firm will be forfeited.

INSOLVENCY OF THE LINCENSEE OF NON-OBSERVANCE OF THE OBLIGATION OR DEED ON THE PART OF LINCENSEE:

If the Licensee commit any act of insolvency or be adjudged insolvent or shall have an order for compulsory winding up made against them or pass an effective resolution for winding up voluntarily or subject to the supervision of the court or if the licensee suffer execution to be issued or suffers any payment under this deed to be attached, or charged or encumber this licence or any payments due or which may become due to the TNSTC(SALEM) here under, or compound with the creditors or if the licensee fails to observe and perform any of the obligations covenants of deed on their part herein contained, or if the licensee shall go into liquidation, then in all or any of such events happening, it shall be lawful for the TNSTC(SALEM) without any notice to determine this licence and take possession on behalf of licensee of all equipments and commercial venture advertisements displayed under this deed and the same shall become property of the TNSTC(SALEM) to recover all sums then due hereunder and damages in respect of any breach or default on the part of licensee.

EXTENSION OF LICENCE PERIOD:

- (i) The licence period shall be 33 months.
 - a) Satisfactory performance by licensee during the previous agreement period.
 - b) Prompt, punctual and regular payment of licence fee and other charges on the relevant due dates, by the licensee.

NOTICE OF TERMINATION OF AGREEMENT:

The agreement will be terminated without any notice and compensation to the licensee.

(i) If during the period of this agreement, the licensee makes default in paying the amount payable to the TNSTC(SALEM), as per provisions made under this deed.

(ii) If the licensee fails to observe and perform any of the terms, obligations and conditions herein contained and on their part to be observed and performed then in all or such events, it shall be lawful for the TNSTC(SALEM) Ltd to call upon the licensee in writing to make the payment or to observe and perform the said terms, obligations and conditions or if the licensee fails to pay the prescribed licence fee statutory duties / taxes, service tax, advertisement fee (including service charges) etc. within the prescribed due dates, the contract will be deemed to be cancelled automatically without further notice.

(iii) If the licensee is found to have been blacklisted either in the past or during the permission period by /State/Central government or Government Undertakings, all deposits including any equipments for Licensing of Space for carrying parcel service in 50 Buses shall be recovered by TNSTC(SALEM) with no compensation to the licensee in the event of all above.

FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director, Tamilnadu State Transport Corporation (Salem) Limited, , 12,Ramakrishna Road ,Salem- 7 shall be final in any matter of dispute.

Any breach of the terms and conditions of this agreement by the licensee shall cause immediate termination with forfeiture of all rights, titles, privileges, etc. enjoyed by the licensee including licence fee paid without any compensation whatsoever. The decision of TNSTC(SALEM) shall be final in this regard.

ARBITRATION:

All disputes / differences between the TNSTC(SALEM) and the licensee under the agreement shall be referred to the Sole Arbitrator, the Managing Director of Tamilnadu State transport Corporation (Salem) Limited and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. The venue of Arbitration hearings shall be at salem and the Arbitrator's decision/order shall be final and binding on both the parties .In case of disputes the Courts within the city of Salem shall be the jurisdiction.

All rights, privileges hitherto enjoyed by licensee shall be deemed to have been taken over by Tamil Nadu State Transport Corporation (Salem) Limited, 12,Ramakrishna Road ,Salem 7 immediately on expiry of contract period of Leasing of Space for carrying parcel service in 50 Buses .

MANAGING DIRECTOR

SCHEDULE - I

TECHNICAL BID

(To be sent in a separate cover super scribed along with EMD)

ANNEXURE - I

PRE-QUALIFICATION FOR PARTICIPATION IN THE TENDER FOR LICENSING OF SPACE FOR CARRYING PARCEL SERVICE IN 50 BUSES

The tenderer should have the following pre- qualification:

S.No	Description	Minimum requirement	To furnish
1.	Status of the tender	Registered establishment	Certificate of Registration/ SSI Certificate issued by the State Government.
2.	Experience	The tenderer shall have a minimum of Two years experience in the Parcel Service and courier Industry, operating through any of the state Transport Undertakings (Buses).	Evidence of requirement should be supported by the following conditions/documents: a) The experience of the Tenderer should be in the name of the actual Tenderer but not as an associate or Tie-up with or joint venture or sublessee of the person with experience. b)The tenderer should furnish necessary proof of Experience certificate and NOC from the Managing Director of the respective state Transport undertakings (Buses)in india to substantiate the experience and satisfactory completion of the contractual terms and time period of such contract with other STU's in India and shall be not more than one year old.

Seal :

Signature of the Tenderer

Date :

ANNEXURE - II

INFORMATION ABOUT THE TENDERER

- I. i.) (a) Name of the Tenderer :
- (b) Address of the registered office :
- (c) Telephone No. :
- (d) Telegraphic Code :
- (e) Cell phone (with Name & Designation) :
- (f) Fax No.
- ii) Capital employed in Rs.
- iii) Number of employees :
- iv) Constitution of the tenderer : a) Proprietor
- b) Partnership
- c) Private Limited
- d) Public Limited
- e) Co-operative
- f) Undertaking
- v) (a) Annual Turn Over :
- (b) Evidence is enclosed : a) Yes
- b) No
- II i) Status of the firm :
- a) Small Scale
- b) Medium Scale
- c) Large Scale
- ii) a in case of Small Scale Units whether registered as SSI with Small Scale Industry Director of Industry & Commerce a) Yes
- b) No
- b Whether Registered Certificate of SSI is enclosed a) Yes
- b) No
- c If registered its registration number :

- III (a) GST No :
(b) Commercial Tax office Certificate
is enclosed : a) Yes
b) No
- IV a) PAN No. :
b) Copy is enclosed a) Yes
b) No
- V a) Experience in Parcel service field:
a) Yes
b) No
- b) Evidence is enclosed a) Yes
Atleast one year in the Parcel services field : b) No
- VI EMD particulars enclosed in a) Yes
Technical Bid : b) No

Seal :

Signature of the Tenderer

Date :

ANNEXURE III

DECLARATION

(To be enclosed in the Technical Bid)

I / wehereby offer to undertake Licensing of Space for carrying parcel service in 50 Buses as licensee for unaccompanied luggage contract and subsequent operation in accordance with the condition laid down in tender and the condition hitherto annexed. Apart from the conditions as may be agreed to between the Corporation and to the successful tenderer at the licence fee rate offered by me / us as per the terms in the schedules attached to the tender. I am / we are prepared to agree for the conditions as you may specify in the tender schedule.

I / we enclosed the demand draft or pay order for

Rs.....(Rupees.....) drawn on bank vide DD No.....date.....being EMD.

I am / we are fully aware of the terms and conditions specified in the tender schedule and will be disqualified if the Tender conditions are not met with, without any further communication.

I / we agree that Corporation shall not be bound to recognize any persons other than me / us as having any interest in the contract and is at liberty to terminate the contract at any time if it appears that this declaration is not true in facts.

I/ we agree that Acceptance by the authorities concerned of this tender within the prescribed time schedule shall constitute as valid terms and conditions and in accordance with the specification and details refer to above.

I / we further agree to comply with the terms and conditions of the contract that may be awarded to me / us on the basis of this offer and in the event of my / our failure to comply with during period of contract I / we agree to forfeit of the EMD remitted.

Date :

Signature of the Tenderer :

Address and office seal :

ANNEXURE - IV

(TO BE EXECUTED ON TAMIL NADU GOVERNMENT Rs.50/- STAMP PAPER)

PROFORMA

INDEMNITY BOND

This deed of indemnity is executed on day of by M/s having its Registered Office at (hereinafter referred to as "Licensee") in favour of TAMIL NADU STATE TRANSPORT CORPORATION LIMITED having its Registered Office at 12,Ramakrishna Road, Salem - 7 (hereinafter referred to as "Corporation") witnesseth:

The Licensee shall indemnify the TNSTC (SALEM) from any covenant that may arise due to filing of a suit or otherwise by others in respect of any matter connected with erection and maintenance of advertisement on the buses.

The Licensee shall indemnify the TNSTC (SALEM) from any covenant either monetary or otherwise that may arise due to damages caused to any person or body of persons either in the form of loss of property, loss of life, injury to body, etc.

The Licensee shall indemnify the TNSTC (SALEM) from any claim by any person or body of persons in the matter of wages, salaries, and compensation, dues etc. in connection with any matter covered under this License.

The Licensee shall not pledge, sell, transfer, create charges, and dispose otherwise the right of parcel service covered under this deed to any other agency.

WHEREAS the Contractor has undertaken to display and maintain the advertisement on the buses under licensee on the terms & conditions set forth in the Tender Schedule dated, issued by the Corporation.

Date :

Signature of the Contractor :

Address and office seal:

INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF TENDER

1. GENERAL:

The Tender called for herein for granting license space for carrying Parcel Service in 50 buses operated by Tamilnadu State Transport Corporation (Salem) Limited, at various TNSTC(SALEM) Ltd Depots.

2 TENDER OFFER:

The Tender offer shall be quoted as Licence fee in terms of rate per bus/per day for each route. Tenderer shall quote the Licence fee in terms of per bus per day for each route (exclusive of taxes, service taxes, Parcel service lease fee (including service charges), fees, charges etc., payable to the local bodies, State Government, Central Government, etc.) for the Parcel Services. The rate per bus per day is to be quoted for minimum 50 buses as Licence fee in terms of rate /bus/day/in a route.

The tender will be considered subject to the following conditions.

- a) Satisfactory performance by the tenderer in the earlier tenders awarded to the firm by TNSTC(SALEM) Ltd.**
- b) Prompt, punctual and regular payment of licence fee and other charges by the tenderer.**

3. LICENCE PERIOD:

- . The agreement is for transportation of parcels and goods by the permitted Buses of the corporation by the licensee.
- .The Agreement is operative for a period of 33 months commencing from ----- and ending with -----
- .The contractor has to agree to pay the contract amount to the corporation during the contract period as shown here under.
 - 1. Quoted Rate per bus per Day for first 11 months
 - 2. Quoted Rate +20% increase for second 11 months
 - 3. (Quoted Rate+20%) +25% increase for Third 11 months

PERMITTED

The licensee is permitted to transport parcels and goods through mofussil buses only.

NOT PERMITTED

- a)** The licensee is not permitted to transport parcels and goods by the buses which are not allotted to the licensee. However, amendments could be made from time to time to alter the allotment of buses through a supplementary order.

4.SECURITY DEPOSIT:

i) The security deposit of the amount equivalent to three months licence fee amount shall be paid by the successful tenderer. This will be refunded only after the successful completion of the entire contract period .If the successful tenderer fails to execute the agreement or fails to pay the advance licence fee or fails to continue till the full contract period, the security deposit will be forfeited.

ii) The EMD and security deposit shall not carry any interest.

5. Payment of contract Amount

The contract amount payable by the contractor shall be paid as under.

The amount payable for each 11 months shall be divided in to 11 equal monthly installments and the contractor shall pay each installment amount in advance on or before 25th day of the preceding month to the corporation, through DD payable across the counter at the corporation transacting branch.

The contractor shall pay the contract amount to the corporation, without any deductions. In other words, the amount quoted in the Tender/agreed to be paid to the corporation towards the contract shall be paid in toto.

6. The tenderer shall furnish two bids viz (a) Technical Bid (b) Commercial Bid in two separate covers duly super scribed in the respective covers properly and lodge them in one outer cover. The prescribed format for Technical bid is given in the schedule I and for Commercial bid is given in schedule II. In view of the nature of tender, the Technical bid is opened first. The Technical bid shall be short listed to ascertain the eligible tenderers and then offer containing the commercial bid in respect of successful technical bidders shall be opened for further processing on the date notified for this purpose.

7. Tenderers are requested to go through the terms and conditions thoroughly before filling the Technical Bid and Commercial Bid. The language of the tender shall be in English or Tamil.

8. In the Technical bid, the details of the Parcel Service firm, number of workers employed etc. should be furnished clearly.

9. During the inspection of the Tender Evaluation Committee, if it is found that if there is any fault, the tender will be liable to be rejected.

10. The firm should have the experience and satisfy all the terms and conditions as requested in the pre-qualification clause (enclosed in the annexure).

11. If the successful tenderer fails to commence the works within the stipulated period specified, such failure will entitle the Corporation to forfeit the money deposited by him and will also authorize the Managing Director to make other arrangements for Parcel Service.

12. In the event of failure to carry out works as per schedule and specification such failure to complete work as per schedule will result in the forfeiture of security deposit.

13. The successful tenderer shall not assign or sublet the contract or any part thereof or any interest therein to others and on breach of this provision, Managing Director or his authorized officer concerned shall terminate the contract and also take such remedial measure as he may think fit.

14. The Parcel Service shall be carried out by the tenderer as per the conditions and specification given by the Corporation from the date of issuing work order or thereafter and also to the satisfaction of the authorized officials of the Corporation.

15. The processing and evaluation of tenders will be followed in strict adherence to the provisions of the Tamilnadu Transparency in Tenders Act and Rules.

16. No tender shall be considered unless the declaration annexed as per schedule - I, to be executed by the tenderer is enclosed along with the Technical Bid.

17. TENDER SUBMISSION:

- i) Tender rate must be strictly submitted in the Format furnished in Annexure of the Schedule- II (Commercial bid).
- ii) Each and every page of the Tender including corrections, and overwriting shall be duly signed and attested by the tenderers, failing which the tender offer is liable to be rejected. Incomplete tender offer will also be rejected.
- iii) Tender offer should be given in figures as well as in words. In case of difference between the tender amount written in figures and words, the highest tender offer alone will be considered as the offer of the tenderer for further evaluation and this tender offer rate for evaluation will be recorded on the tender at the time of opening.
- iv) Tender must be submitted in sealed envelopes as instructed in addressed to the Managing Director, Tamil Nadu State Transport Corporation (Salem) Limited, , 12,Ramakrishna Road ,Salem 7 and super scribed on the cover with the words. "Parcel Services Operation in 50 buses"
- v) Tender should be put into the Specific Tender box available in the office of the Deputy Manager (Materials), Corporate Office, Tamilnadu State Transport Corporation (Salem) Limited, 12,Ramakrishna Road ,Salem 7 on or before 15.00 Hrs on 22.12.2021. The tenders will be opened on the same day at 15.300 hours in the presence of the attending tenderers by the tender opening committee, at the Conference Hall of Corporate Office.
- vi) Either the tenderer or one representative of the tenderer duly authorised in writing by the tenderer to this effect, subject to the acceptance of the authorization letter by the Tender Opening Committee, may attend the tender opening. Any tenderer or their representative who is attending the tender opening must bring the TNSTC(SALEM) receipt for purchasing the respective tender schedule.

18. TENDER VALIDITY

The tender offer submitted shall remain open and for acceptance by the Corporation, for a period of One year from the date fixed for opening of tenders.

19. EARNEST MONEY DEPOSIT

Every tender must be accompanied by an interest free Earnest Money Deposit (EMD) Rs 10,000.00 (Rupees Ten Thousand only) by means of a Demand draft drawn in favour of Tamil Nadu State Transport Corporation (Salem) Limited, , 12,Ramakrishna Road ,Salem 7, from a Nationalized Bank or Scheduled Bank payable at Salem. Any tender not accompanied by the EMD is liable for rejection.

- i) The Earnest Money Deposit of the successful tenderer will be refunded soon after the payment of prescribed security deposit and on the execution of contract agreement with TNSTC(SALEM) Ltd.
- ii) The Earnest Money Deposit paid by the unsuccessful tenderers will be refunded only after 30 days from the date of award of permission to the successful tenderer.

LICENCE FEE:

The successful bidder shall pay the advance licence fee after receipt of the acceptance letter and enter into an agreement within seven days.

20. FORFEITURE OF EARNEST MONEY DEPOSIT:

The Earnest Money Deposit paid by the tenderer is liable to be forfeited without any prior notice under one or more of the following circumstances.

- i) If a successful tenderer withdraws his offer after the final acceptance of the tender.
- ii) If the successful tenderer fails to remit the security deposit/advance Licence fee amount.
- iii) If the successful tenderer fails to execute the written deed in proper manner and on stamp paper of appropriate value, within seven days, from the date of issue of letter of acceptance of the tender.
- iv. If the successful tenderer fails to comply with any clause in which he is required to do as per the Terms and conditions of this Tender Schedule or Agreement or any other clause in which he may be required to do so by the Managing Director, Tamilnadu State Transport Corporation (Salem) Limited, at the time of acceptance of the tender.

21. TENDER REJECTION:

- i) Tenders not satisfying the aforesaid conditions are liable to be summarily rejected. Should it at any time be discovered that any tenderer had submitted more than one tender, but under different names, all his tenders will be rejected and the deed cancelled with forfeiture of Earnest Money Deposit, Advance Licence fee, Security Deposit etc.
- ii) Tender form issued to tenderers is not transferable. If any such transfer is found in tender offer, such tenders shall be rejected.
- iii) Offers made by a tenderer who has already been black listed either by TNSTC(SALEM)/State/Central Government or by any public undertakings shall be summarily rejected.

- iv) Conditional offers made in the tender are liable to be rejected.
- v) The Managing Director, TNSTC(SALEM) Ltd, Salem reserves the right to reject any tender (including the highest offer) without assigning any reason thereof.

MANAGING DIRECTOR

**SCHEDULE II
COMMERCIAL BID**

(To be sent in a separate sealed cover super scribed)

ANNEXURE - I

FORMAT FOR TENDER SUBMISSION

To
The Managing Director,
Tamil Nadu State Transport Corporation (Salem) Limited,
12,Ramakrishna Road ,
Salem 7

Sir,
Sub: TNSTC(SALEM) Ltd- Tender for Licensing of Space for carrying parcel service in 50 Buses - Reg.

1. We have examined the relevant Tender Schedule and hereby submit
our tender offer, accepting the terms and conditions incorporated in the Tender Schedule.

2. We have already enclosed the Demand Draft towards the Earnest Money Deposit, in the Technical Bid paid
by us as per the Tender schedule, for an amount of Rs.....(Rupees
.....).vide DD No.....dated..... drawn from
.....Bank.

3. We undertake, if our tender is accepted, to pay the Security Deposit and to sign the Agreement as per terms
and conditions of the tender schedule and subsequent conditions as agreed to by both TNSTC(SALEM) and ourselves.

4. We hereby authorize Mr.....
designation..... as the signing authority vested with the power of attorney on behalf of our firm (letter
with specimen signature is enclosed).

5. We hereby agree to pay the Licence fee in full as per the terms and conditions of the Tender Schedule on or
before the due date.

6. We hereby submit our tender offer as given below:

COMMERCIAL BID
ANNEXUERE II
Tender for Licensing of Space for carrying parcel service in 50 Buses

Open Tender Opened On : 30.06.2022
Last date of receipt of Tender : at 14:00 Hrs.
Tender opening : at 15:00 Hrs

S.No	Nomenclature	License period	Fee	GST
1	Licensing of Space for carrying parcel service in 50 Buses (List enclosed)	33 months	(i) Quoted Rate per bus / day for first 11 months.	
			(ii) (Quoted Rate) +20% for 2 nd 11 Months period and	
			(iii) (Quoted Rate+20%) +25% for 3 rd 11 months period.	

Signature : _____ Name : _____
(in block letters)

Date :

Company Seal : _____ Address : _____
Phone No : _____

TAMILNADU STATE TRANSPORT CORPORATION (SALEM) LIMITED.,			
LIST OF VEHICLES PROPOSED TO PARCEL SERVICES			
S.NO	RCODE	BRANCH	ROUTE
1	213D	DPI-M	HOSUR - THIRUPPUR
2	275A	DPI-M	DHARMAPURI - CHENNAI
3	299B	DPI-M	DHARMAPURI - THIRUPATHY
4	399C	DPI-M	DHARMAPURI - THIRUPATHY
5	111P	HSR-M	HOSUR - MADURAI
6	353B	HSR-M	HOSUR - TRICHY
7	457B	HSR-M	HOSUR - COIMBATORE (SALEM)
8	457D	HSR-M	HOSUR - COIMBATORE (METTUR)
9	457F	HSR-M	HOSUR - COIMBATORE (SALEM)
10	460A	HSR-M	HOSUR - TRICHY
11	470B	HSR-M	HOSUR - VELLORE
12	480A	HSR-M	HOSUR - MADURAI
13	480E	HSR-M	HOSUR - MADURAI
14	920B	HSR-M	BANGALORE - KANCHIPURAM
15	987A	HSR-M	BANGALORE - THIRUVANNAMALAI
16	198B	KRI-M	SALEM - CHITTOOR
17	258A	KRI-M	HOSUR - PALANI (METTUR)
18	385A	KRI-M	HOSUR - VELLORE
19	776E	KRI-M	HOSUR - PONDICHERRY
20	353A	KRI-T	HOSUR - KARUR
21	457J	KRI-T	HOSUR - COIMBATORE (SALEM)
22	400J	HSR-M	BANGALORE - KANCHIPURAM
23	350A	HSR-M	HOSUR - COIMBATORE (METTUR)
24	457G	HSR-M	HOSUR - COIMBATORE (SALEM)
25	472A	KRI-M	HOSUR - ERODE
26	776F	HSR-M	HOSUR - PONDICHERRY
27	399A	KRI-M	KRISHNAGIRI - THIRUPATHY
28	385B	KRI-M	HOSUR - KANCHIPURAM
29	350D	KRI-M	HOSUR - ERODE
30	350C	KRI-M	HOSUR - ERODE
31	198A	SALEM	SALEM - CHITTOOR
32	399B	SALEM	SALEM - THIRUPATHY
33	360D	HSR-T	HOSUR - TRICHY
34	299A	HSR-T	HOSUR - THIRUPATHY
35	360E	DKOTTA	DENKANIKOTTAI - TRICHY

S.NO	RCODE	BRANCH	ROUTE
36	460H	HSR-M	HOSUR-TRICHY
37	800A	ATR	ATTUR-SALEM-BANGALORE
38	466A	EDY	EDAPPADI- MAYILADUTHURAI
39	302A	MTR	ERODE-HOSUR -BANGALORE
40	157G	JPT-1	SALEM-COIMBATORE
41	188A	JPT-2	SALEM-KUMULI
42	188B	PPY	SALEM-KUMULI
43	106E	MEY	SALEM-TRICHY
44	264A	TMG	SALEM-TIRUVARUR
45	180S	JPT-1	SALEM-MADURAI
46	178A	PPY	SALEM-KANCHIPURAM
47	167G	PPY	SALEM-ERODE-CHIDHAMBRAM
48	160E	JPT-1	SALEM-TRICHY
49	813A	ATR	SALEM-COIMBATORE
50	100H	JPT-2	SALEM-BANGALORE