



GOVERNMENT OF KARNATAKA



State Institute of Urban Development

ATI Campus, Lalithamahal Road, Mysore – 570 011.

Tel: Phone: 0821-2520116, 2520113, Fax: (0821) 2520164,

Email: directorsiud@gmail.com, Web: www.siudmysore.gov.in

**Short Term e-Tender Notification For
Providing Cars (A/C & Non A/C) and Buses (Luxury & Non-Luxury) on Hire Basis for
the Training Programmes for a period of one year.**

TENDER DOCUMENTS
(To be used for furnishing bids by the eligible firms)



State Institute of Urban Development

ATI Campus, Lalithamahal Road, Mysore – 570 011.
Tel: Phone: 0821-2520116, 2520113, Fax: (0821) 2520164,
Email: directorsiud@gmail.com, Web: www.siudmysore.gov.in

TENDER SCHEDULE

**Short Term e-Tender Notification For
Providing Cars (A/C & Non A/C) and Buses (Luxury & Non-Luxury) on Hire Basis for
the Training Programmes for a period of one year.**

1	TENDER REFERENCE NO & DATE	No.SIUD/EST/CR:01/2017-18 Date: 16.06.2017
2	APPROXIMATE VALUE OF TENDER	Rs 5,00,000/-
3	EMD AMOUNT	Rs 12,500 /-
4	TENDER COMMENCEMENT DATE	17.06.2017
5	PRE-BID MEETING	27.06.2017 12.30 pm
6	LAST DATE AND TIME FOR SUBMISSION OF TENDER	01.07.2017 05.00 pm
7	TIME AND DATE OF OPENING OF TECHNICAL BID	05.07.2017 12.00 pm
8	TIME AND DATE OF OPENING OF FINANCIAL BID	As per e-portal
9	PLACE OF OPENING OF TENDER	State Institute of Urban Development, ATI, Campus, Mysuru.

DIRECTOR,
SIUD, MYSURU.



State Institute of Urban Development (SIUD)

Lalithamahhal Road, Mysuru – 570 011.

Tel: 0821-2520116, 2520 163 **Fax:** 0821-2520164

Email: directorsiud@yahoo.co.in **Web:** www.siudMysuru.gov.in

No. SIUD/EST/CR- 01/2017-18

Date: 16.06.2017

Sub: - Providing Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) on Hire basis for use during Training Programmes in State institute of Urban Development for a period of ONE Year

****//**//****

Tenders are invited through e-procurement portal for **Providing Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) on Hire basis for use during Training Programmes in State institute of Urban Development for a period of ONE Year**

The tender document may be downloaded from www.eproc.karnataka.gov.in website only.

For additional information, you may contact Director – 0821-2520116

**Director
SIUD, Mysuru**

TENDER FOR

Providing Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) on Hire basis for use during Training Programmes in State institute of Urban Development for a period of ONE Year for a period of ONE Year

SECTION I. INVITATION FOR TENDERS (IFT)

No:SIUD/EST/CR: 01/2017-18

Date: 16.06.2017

The Director, State Institute of Urban Development (SIUD), Lalitha mahal Road, Mysuru Invites tenders from eligible tenderers for providing Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) on Hire basis for use during Training Programmes

1. The tenderers may submit tenders for providing Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) on Hire basis for use during Training Programmes through Outsourcing for the State Institute of Urban Development (SIUD) Mysuru for a period of ONE Year

1a. Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed.

The Tenderers are required to submit the Technical Bid which will be opened first and the Financial Bid will be opened only if the Technical Bid is found to be qualified to provide the services.

1b. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.

2. Tender documents may be downloaded from the website of e-Governance, Government of Karnataka, through the website <http://eproc.karnataka.gov.in>

The tenderers have to deposit the Earnest money deposit to the account of e-governance/e-portal for **Providing Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) on Hire basis for use during Training Programmes in State institute of Urban Development for a period of ONE Year**

3. Tenders must be submitted to the **Director, State Institute of Urban Development** Lalithamahal Road, Mysuru, through the e-procurement portal through the website <http://www.eproc.karnataka.gov.in>

4. **The Technical Bid Tender will be opened on 05.07.2017 at 12.00 pm** in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

5. Other details can be seen in the tender documents.

6. The procurer will hold a pre-bid meeting of prospective bidders for any clarifications sought by the bidders prior to the deadline for the submission of tenders. The pre bid meeting will be held on **27.07.2017 at 12.30 pm** at Committee Hall, SIUD, Mysuru-570011.
7. For any additional information regarding the above tender, the tenderers who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10.00 am to 05:30 pm).
8. List of documents to support qualification of bidder is to be uploaded to the e-procurement website **www.eproc.karnataka.gov.in**.
9. TMU reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

SECTION II : INSTRUCTIONS TO TENDERERS	
TABLE OF CLAUSES	
Clause No.	Topic Name
A. INTRODUCTION	
1.	Eligibility of Tenderers
B. TENDER DOCUMENTS	
2.	Contents of Tender Documents
3.	Amendment of Tender Documents
C. PREPARATION OF TENDERS	
4.	Language of Tender
5.	Documents Comprising the Tender
6.	Tender Form
7.	Tender Prices
8.	Tender Currency
9.	Documents Establishing Tenderer's Qualifications
10.	Earnest Money Deposit
11.	Period of Validity of Tenders
12.	Format and Signing of Tender
D. SUBMISSION OF TENDERS	
14.	Submission of Tenders
15.	Deadline for submission of Tenders
16.	Late Tenders
17.	Modification and withdrawal of Tenders
E. TENDER OPENING AND EVALUATION OF TENDERS	
18.	Opening of Tenders by the Procurer
19.	Preliminary Examination
20.	Evaluation and Comparison of Tenders
F. AWARD OF CONTRACT	
21.	Post qualification
22.	Award Criteria
23.	Procurer's Right to Vary Quantities at Time of Award
24.	Procurer's Right to Accept the Tender and to Reject any or all Tenders
25.	Notification of Award
26.	Signing of Contract
27.	Performance Security
SECTION III GENERAL CONDITIONS OF CONTRACT	
SECTION IV - SPECIAL CONDITIONS OF CONTRACT	
SECTION VI- TECHNICAL SPECIFICATIONS	
SECTION VII - QUALIFICATION CRITERIA	
SECTION VIII- TENDER FORM	
SECTION VIII-A TECHNICAL BID	
SECTION VIII-B PRICE SCHEDULE	
SECTION IX EMD BANK GUARANTEE FORM	
SECTION X - CONTRACT FORM	
SECTION XI - PERFORMANCE SECURITY FORM	
SEC XII-PROFORMA FOR PERFORMANCE STATEMENT	

SECTION - II: INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

1 Eligibility of Tenderers

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

B. TENDER DOCUMENTS

2. Contents of Tender Documents

2.1 The Services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- Instructions to Tenderers (ITT);
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Tender Form and Price Schedules;
- Earnest Money Deposit Form;
- Contract Form;
- Performance Security Form;

2.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender, not substantially responsive to the tender documents in every respect will be the tenderer's risk and may result in rejection of its tender.

3 AMENDMENT OF TENDER DOCUMENTS

- 3.1** At any time prior to the deadline for submission of tenders, the procurer may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal.
- 3.2** In order to allow prospective tenderers reasonable time in which to take the addendum into account in preparing their tenders, the Procurer, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.
- 3.3** Pre-bid meeting shall be held on **27.07.2017 at 12.30pm** at State Institute of Urban Development, ATI Campus, Mysuru. Proceedings of the meeting will be published in the e-procurement portal.

C. PREPARATION OF TENDERS

4. Language of Tender

4.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procurer shall be written in English/Kannada language.

5. Documents comprising the Tender

5.1 The tender prepared by the Tenderer shall comprise the following components:

- A Tender Form and a price Schedule completed in accordance with ITT Clauses 6, 7 and 8;
- Documentary evidence established in accordance with ITT Clause 9 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- Documentary evidence established in accordance with ITT Clause 10 that the services to be supplied by the Tenderer conform to the tender documents; and
- Earnest Money Deposit furnished in accordance with ITT Clause 11.

6. Tender Form

The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be delivered, quantity and Prices.

7. Tender Prices

7.1 The tenderer shall indicate rates for a period of ONE Year hiring of Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) or equivalent vehicles, as per the required financial bid format in **annexure -VIII-B, Price Schedule**, that shall include cost for inside state/neighboring state as specified.

7.2 Prices on the Price Schedule shall be entered including all taxes:

- a) the price of the services, including all applicable taxes already paid or payable; or
- b) any Indian duties, sales and other taxes which will be if this Contract is awarded;

7.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

8. Tender Currency

Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer's Eligibility and Qualifications

9.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its Tender documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

9.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Procurer's satisfaction, that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII.

10. Documents establishing the delivery of service

- 10.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all the services which the tenderer proposes to provide under the contract.

11. Earnest Money Deposit

- 11.1 Pursuant to IFT Clause 4, The Earnest Money Deposit shall be credited to the account of Centre for e governance.
- 11.2 the Tenderer shall transfer **Rs.12,500/- as EMD** to e-governance.
- 11.3 Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Procurer as non-responsive, pursuant to ITT Clause 19.
- 11.4 Unsuccessful Tenderer's tender securities will be returned as promptly as possible but not later than 30 days from the date of signing of agreement with the successful bidder.
- 11.5 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.
- 11.6 The earnest money deposit may be forfeited:
- (a) if a Tenderer
 - (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (ii) does not accept the correction of errors pursuant to ITT Clause 19.2;or
 - (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 26; or
 - (ii) to furnish performance security in accordance with ITT Clause 27.

12. Period of Validity of Tenders

- 12.1 Tenders shall remain valid for one year after the deadline for submission of tenders prescribed by the Procurer, pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the Procurer as non-responsive.
- 12.2 In exceptional circumstances, the Procurer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

13. Format and Signing of Tender

- 13.1 Eligible tenderer who are registered in e-procurement shall upload all the documents required for this bid, submit and sign using digital key.

D. SUBMISSION OF TENDERS

14. Submission of Tenders

- 14.1 All tenderers should submit their tenders through e-procurement portal only.

14.2 Telex, Cable or facsimile tenders will be rejected.

14.3 Tender should be submitted in 2 cover system

1. Technical bid (cover-I)
2. Commercial bid (cover-II) as per section VII qualification criteria.

15. Deadline for Submission of Tenders

15.1 Tenders must be uploaded and signed as specified under ITT Clause 14 not later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

15.2 The Procurer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, in which case all rights and obligations of the Procurer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Tenders

16.1 e-procurement web-portal will not be accessible after the deadline and hence no late submission is possible and allowed.

17. Modification and withdrawal of Tenders:

17.1 The Tenderer may modify or withdraw its tender after the tender's submission, for any number of times before the deadline for the submission of bids with no extra cost.

17.2 No tender may be modified subsequent to the deadline for submission of tenders.

17.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.6.

E. TENDER OPENING AND EVALUATION OF TENDERS

18. Opening of Tenders by the Procurer

18.1 The Procurer will open all tenders submitted through e-procurement portal in

the presence of Tenderers' representatives who choose to attend, at **12.00pm** on **05.07.2017** at the Office of the Director, State Institute of Urban Development, ATI Campus, Mysuru.

- 18.2** The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Procurer, the tenders shall be opened at the appointed time and location on the next working day.
- 18.3** The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procurer, at its discretion, may consider appropriate, will be announced at the opening.
- 18.4** The Procurer will prepare minutes of the technical bid evaluation and publish the same in e-portal.

19. Preliminary Examination

- 19.1** The Procurer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.
- 19.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Service Provider does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 19.3** The Procurer may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 19.4** Prior to the detailed evaluation, pursuant to ITT Clause 20, the Procurer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4). Warranty (GCC Clause 11), Applicable law (GCC Clause 18), and Taxes & Duties (GCC Clause 20) will be deemed to be a material deviation. The Procurer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 19.5** If a tender is not substantially responsive, it will be rejected by the Procurer and may not subsequently be made responsive by the Tenderer by correction of the

non-conformity.

19.6 However, if any further supportive documents to already submitted records are required by the procurer to fulfill the eligibility criteria, the procurer may call for additional documents from some tenderers or all the tenderers.

20. Evaluation and Comparison of Tenders

20.1 The Procurer will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

20.2 Separate quotes shall be given for each item specified under Section VIII.B. .

Bidder quoting lowest rate for Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) inside the state/ neighboring state shall have to adjust other lowest rates quoted by any other bidder for other items like Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) rate for extra Km and rate for extra hour

20.3 Rates shall have to be quoted for all items.

F.AWARD OF CONTRACT

21. Post qualification;

21.1 The Procurer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 and is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Procurer deems necessary and appropriate.

21.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procurer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

22. Award Criteria;

22.1 Subject to ITT Clause 24, the Procurer will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

23. Procurer's right to vary Quantities at Time of Award

Not Applicable

24. Procurer's Right to Accept Any Tender and to Reject Any or All Tenders

The Procurer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

25. Notification of Award

25.1 Prior to the expiration of the period of tender validity, the Procurer will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 27, the Procurer will discharge its earnest money deposit, pursuant to ITT Clause 11.

25.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Procurer. The Procurer will promptly respond in writing to the unsuccessful Tenderer.

26. Signing of Contract

26.1 At the same time as the Procurer notifies the successful tenderer that its tender has been accepted, the Procurer will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

26.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Procurer.

27. Performance Security

27.1 Within 21 days of the receipt of notification of award from the Procurer, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Procurer.

27.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the SIUD may make the award to the next lowest evaluated Tenderer or call for new tenders.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated:

- a) **"The Contract"** means the agreement entered into between the SIUD and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) **"The Contract Price"** means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- c) **"Services"** means services ancillary to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the Contract;
- d) **"GCC"** means the General Conditions of Contract contained in this section.
- e) **"SCC"** means the Special Conditions of Contract.
- f) **"The SIUD"** means the State Institute of Urban Development, Mysuru.
- g) **"The Service Provider"** means the individual or firm delivery of Services under this Contract.
- h) **"The Government"** means the Government of Karnataka State.
- i) **"The State"** means the Karnataka State
- j) **"The Project Site"**, where applicable, means the place
- k) **"Day"** means calendar day.

Note: Where ever has been mentioned as "services" shall be considered as **"Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury)"**

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Performance Security

Within 21 days of the receipt of notification of award from the Procurer, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Procurer.

4. Inspections and Tests- Not Applicable

5. Packing

“Not Applicable”

6. Delivery of goods and Documents

“Not Applicable”

7. Insurance

“Not Applicable”

8. Transportation

“Not Applicable”

9. Incidental Services

“Not Applicable”

10. Warranty

“Not Applicable”

11. Payment

11.1 The Service Provider's request(s) for payment shall be made to the Procurer in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.

11.2 No advance payment will be made by the Department for delivering the tendered service.

11.3 Payment shall be made in Indian Rupees.

12. Prices

Prices payable to the Service Provider as stated in the contract shall be firm during the performance of the contract.

13. Contract Amendments

No variation in or modification of the terms of the contract shall be made Except by written amendment signed by the parties.

14. Delays or discrepancies in the Service Provider's Performance

Performance of the Services shall be made by the Service Provider in accordance with the requirement of the procurer and depute vehicles well in time as mentioned in the work order.

15. Timely Performance

- 15.1** If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall make alternate arrangement to replace the vehicle or make alternate arrangement for resolving the issue. However the same need to be promptly notified to the Procurer.
- 15.2** A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless waive off is extended by the Procurer after ascertaining the reasons proposed by the service provider.
- 15.3** No additional cost will be paid for any replacement or solutions provided, however attract penalty as appropriately fixed by the procurer depending on the default and the damage done.

16. Liquidated Damages

If the tenderer fails to render the Services satisfactorily as specified in the Contract, the Procurer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum that is fixed by the Procurer depending on the default and the damage done. The Procurer may consider termination of the Contract pursuant to GCC Clause 17 when the damage was found very severe.

17. Termination for Default

- 17.1** The Procurer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
- i. if the Service Provider fails to deliver quality service and render service even after repeated warning by the Procurer pursuant to GCC Clause 15.2; or
 - ii. if the Service Provider fails to perform any other obligation(s) under the Contract.
 - iii. If the Service Provider, in the judgment of the Procurer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 17.2** In the event the Procurer terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Procurer may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procurer for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

18. Applicable Law

18.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

19. Notices

19.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable or facsimile and confirmed in writing to the other party's address specified in SCC.

19.2 A notice shall be effective when delivered or on the notice's effective date, Whichever is later.

20. Taxes and Duties

20.1 Service Provider shall be entirely responsible for all taxes (including Sales tax), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted services to the Procurer.

21 Contacting SIUD :

21.1 Any effort by a bidder to influence SIUD in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.

22 Resolution of disputes :

22.1 In case of Dispute or difference arising between the procurer and the Service Provider relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parities; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.

22.2 Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

22.3 The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the 'preparation, presentation etc. of its proceedings shall be borne by each party itself.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
2. Bidders who wish to participate in the tender process must deposit the EMD and E-Tendering amount to the account of the Director General, Administrative Training Institute, Lalithamahhal Road, Mysore (e-Payment only i.e., Online Payment/Credit Card/Debit Card/O.T.C/NEFT Challan – NEFT Challan request must be made at least 2 days prior to receipt of filled Tender Documents)
3. The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues and technical glitches.
4. EMD payments through e-Payment mode shall be made as one single transaction and payments made in part are liable for rejection.
5. The tenderer should abide by all the terms and conditions as specified in the detail tender notification attached.
6. **The tenderers/bidders must have a Registered Office in Mysore for the past five years. Documents pertaining to this must be scanned and uploaded.**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

SECTION V: SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required personnel, equipment quantities, services, and earnest money deposit (EMD).)

The bidder shall provide the personnel for period of one year. The personnel provider shall possess skill, knowledge and attitude to the satisfaction of the Director, SIUD, Mysuru.

Amount put to Tender: Rs. 5,00,000/-
EMD Amount: Rs. 12,500/-

- 1. The tenderers/bidders must have a Registered Office in Mysore for the past five years. Documents pertaining to this must be scanned and uploaded.**
- 2. The bidders must provide authenticated experience certificates of having provided similar service for the past three years. The same must be scanned and uploaded. The tender bids without the relevant documents will be rejected.**
3. The vehicles provided for hire must have all the valid documents as specified by the Transport Department, Government of Karnataka, such as Insurance, Fitness Certificate and Registration Papers.
4. The tenderer/bidder must provide experienced drivers along with the vehicles.
5. The drivers provided must have a valid Driving License.
6. The drivers provided must not have any criminal cases pending against them.
7. The vehicles provided must be of sound condition.
8. Only vehicles bearing yellow board must be provided.
Vehicles must be provided as and when required inclusive of Sundays and Government holidays

The Vehicles, either one or two need to be supplied as per the requirements of SIUD.

SECTION VI - TECHNICAL SPECIFICATIONS

1. The drivers deputed should possess legal driving license and follow all the transport and RTO rules.
2. Vehicles provided should be in good condition in all sense. Any problem, alternate vehicles shall have to be provided immediately.
3. Sufficient number of vehicles will have to be provided as per the tentative schedule of requirement.
4. The drivers will have to travel in the shortest distance to reach the destination. Any deviations found in this, appropriate amount shall be deducted from the payment.
5. Duly signed trip sheets with complete filled information is only accepted along with the invoice. Any incomplete trip sheets shall not be entertained by the Procurer and payment related to such trip sheets will not be made.
6. Invoice should be produced along with consolidated trip details for verification which shall be verified for payment.
7. Payment shall be paid within 30 days from the date of submission of invoice.
8. No advance payment shall be paid for any work.
9. Every trip sheet need to be maintained along with the user's signature & a monthly consolidated statement along with the invoice need to be submitted for payment.

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9.2 (b) of ITT)

1. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society
2. The turnover of the, 2013-14, 2014-15 and 2015-16.
3. copy of the PAN card of the firm has to be uploaded as detailed below
 - a) If a firm is sole proprietorship PAN card copy of the proprietorship
 - b) If a firm is partnership PAN card copy of the firm only (partners PAN card copy will not be considered)
 - c) If a firm is private Ltd... or Public Ltd.. Company, PAN card copy of the company.
1. Audited balance sheet and Profit and Loss account for the years 2013-14, 2014-15 and 2015-16 has to be uploaded (preferably annual report of the company)
2. EMD of Rs.**12,500/-** in should be credited to CeG account as per IFT Clause (4).
4. Details of Income Tax returns filed for the years 2013-14, 2014-15 and 2015-16.
3. Previous experience in the format mentioned under Section XII
4. Service Tax/GST Registration certificate to be uploaded.

**DIRECTOR
SIUD MYSURU**

SECTION VIII: TENDER FORM

Office of the Director, State Institute of Urban Development, ATI Campus, Mysuru-11

Providing Cars (A/C & Non A/C) and Buses (Luxury & Non-Luxury) on Hire Basis for the Training Programmes for a period of one year.

From,

To
The Director,
State Institute of Urban Development,
ATI Campus, Mysuru.

Sir,

Having examined the Tender Documents including Addenda No.SIUD/EST/CR:01/2017-18 Date: 16.06.2017 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for Cars (A/c & Non A/c) and Buses (Luxury & Non-Luxury) on yearly basis for the year 2017-18 in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procurer.

We agree to abide by this tender for the Tender validity period specified in Clause 2 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance there of and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this..... day 20.....

(SCAN AND UPLOAD)

(Signature)

SECTION VIII-A

TECHNICAL BID

S.N	Details required	Uploaded
1	EMD of Rs.12,500/-	
2	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
3	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
4	Annual turnover for the years, 2013-14 2014-15and 2015-16	
5	Copy of the PAN card (As specified under Section VII)	
6	Audited balance sheet and Profit and Loss account for the years 2013-14 2014-15and 2015-16	
7	Income Tax returns filed for the years 2013-14 2014-15and 2015-16.	
8	Service Tax Registration certificate	
9	Previous experience in the format mentioned under Section XII	
10	Contact Address	

Note: The Enclosures related to Sl.No. 01 to 10 must be self attested and uploaded

Seal and signature of the Tenderer

(SCAN AND UPLOAD)

SECTION IX:

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Not Applicable

SECTION X:
CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between..... (*Name of procurer*) of..... (*Country of Procurer*) (Hereinafter called "the Procurer") of the one part and..... (*Name of Service Provider*) of..... (*City and Country of Service Provider*) (Hereinafter called "theService Provider") of the other part:

WHEREAS the Procurer is desirous that certain ancillary services viz,..... (*Brief Description of Services*) and has accepted a tender by the Service Provider for the supply of those services in the sum of..... (*Contract Price in Words and Figures*) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procurer's Notification of Award.
3. In consideration of the payments to be made by the Procurer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procurer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procurer hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied/ provided by the Service Provider are as under:

SL.NO.	BRIEF DESCRIPTION OF SERVICES	PRICE

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Procurer)

in the presence of:.....

Signed, Sealed and Delivered by the said(For the Service Provider)

in the presence of:.....

SECTION XI
PERFORMANCE SECURITY FORM

To: (Name of Procurer)
.....

WHEREAS (Name of Service Provider)

hereinafter called "the Service Provider" has undertaken , in
pursuance of Contract No..... dated,.....
20... to

Supply..... (Description of Services) hereinafter called "the
Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service
Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum
specified therein as security for compliance with the Service Provider's performance
obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf
of the Service Provider, up to a total of (Amount of
the Guarantee in Words and Figures) and we undertake to pay you, upon your first written
demand declaring the Service Provider to be in default under the Contract and without
cavil or argument, any sum or sums within the limit of (Amount of
Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for
your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....

.....

SECTION XII

(Please see Clause 9.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last three years

IFT No..... Date of Opening..... Time Hours

Name of the Firm:

Orders placed by(Full address of Procurer) 1	Order No and Date 2	Descriptio n of service ordered 3	Value Of Order 4	Date of Completi on of service As per contract/ Actual 5	Remarks indicating reasons for late delivery, if any 6	Has the service been satisfactorily functioning. (Attach a Certificate from the Procurer if any) 7

Signature and Seal of the Tenderer:

(SCAN AND UPLOAD)

**SECTION VIII-B
PRICE SCHEDULE**

Providing Cars (A/C & Non A/C) and Buses (Luxury & Non-Luxury) on Hire Basis for the Training Programmes for a period of one year.

INSIDE STATE/ NEIGHBORING STATE (No driver bata)

Rates to be quoted in Rupees by the Tenderer/Bidder

Rates quoted should be inclusive of driver bata. No separate driver bata will be paid

Sl. No	Particulars of Vehicles	6 hours (max 60 km) (including driver bata, check post toll, parking fee)				12 hrs/ max 120 km (including driver bata, check post toll, parking fee)				FULL DAY within Karnataka 24hrs (max 300 km) (including driver bata, check post toll, parking fee)				FULL DAY outside Karnataka 24 hrs (max 300 km) (Outside state rates quoted (including state permit and driver bata, permit toll/check post toll, parking fee))			
		Min Rent		Excess per km		Min Rent		Excess per km		Min Rent		Excess per km		Min Rent		Excess per km	
		A/C	Non A/C	A/C	Non A/C	A/C	Non A/C	A/C	Non A/C	A/C	Non A/C	A/C	Non A/C	A/C	Non A/C	A/C	Non A/C
1	Tata Indica																
2	Toyota Etios																
3	Innova																
4	Mahindra XUV 500																
5	Tempo travelers (13 seaters)																
6	22 seater mini bus																
7	40 seater bus																
8	55 seater bus																

**DATE :
PLACE:**

**SIGNATURE OF THE TENDERER
NAME ADDRESS AND SEAL**

(SCAN AND UPLOAD)