



KARNATAKA STATE LAW UNIVERSITY

Navanagar, Hubballi-580025

Accredited with 'A' Grade by NAAC

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E-Tender Notification for the Service of Vehicles on Hire Basis to Karnataka State Law University, Navanagar, Hubballi-580025

(THROUGH E-PROCUREMENT SYSTEM ONLY)

(<https://www.eproc.karnataka.gov.in>)

INVITED BY

THE REGISTRAR
KARNATAKA STATE LAW UNIVERSITY
NAVANAGAR, HUBBALLI-580025

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e PROCUREMENT PORTAL

Tender inviting authority		The Registrar, KSLU, Hubballi
Tender notification Number	:	No. KSLU/Adm/Vehicles On Hire Basis /2018-19/ Dated: /0 /2018
Tender Title	:	Supply of vehicles On Hire Basis.
Tender Nature	:	SERVICES
Type of Tender	:	ITEM WISE
Tender Evaluation Type	:	Two COVER system,
Department	:	K S L U Navanagar, Hubballi
Bid Validity Period	:	90 days
No of Calls	:	1st Call
Tender Type	:	OPEN
Denomination Type	:	RUPEES
CONTACT INFORMATION:	:	
Contact Person name	:	
Office Telephone Number	:	0836-2222392-2222479
Mobile Number	:	
Estimated cost (Approx)	:	Rs. 20,00,000.00
Amount of Earnest Money Deposit (INR)	:	Rs. 40,000,00
Tender Processing Fee	:	As per e-governance Tariff
Tender Schedule / Dates		
NIT Published Date	:	
Last Date & Time for Tender Queries/Clarifications	:	26/06/2018 Up to 5 PM
Last Date & Time for receipt of tenders	:	03/07/2018 Up to 5 PM
Date & Time for Opening of Financial Bid	:	05/07/2018 5.10 PM
<u>Security deposit</u>	:	The successful tenderer shall have to pay a security deposit of Rs 50,000-00 in the form of DD in the name finance officer of any Nationalized Banks valid for a period of ONE year w.e.f. date of work/service order

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TENDER DOCUMENT
FOR THE SERVICE OF VEHICLES ON HIRE BASIS FOR A PERIOD OF ONE
YEAR TO THE KARNATAKA STATE LAW UNIVERSITY

NO: _____

DATE: _____

SECTION I. INVITATION FOR TENDERS (IFT)

(Through GOK e-procurement platform www.eproc.karnataka.gov.in)

1. The Registrar, KSLU, Hubballi invites tenders from eligible Tenderers for the service of vehicles on hire basis for One year as per details noted in the Section III of the tender document.
2. Tender documents (and additional copies) may be downloaded from e-procurement portal Tenderers may obtain further information at **e-procurement platform www.eproc.karnataka.gov.in** and kslu website kslu.ac.in.
3. Tenders must be accompanied by EMD amount specified in the tender document, i.e., Rs.50,000 (Fifty Thousand Rupees only) of the drawn in favour of the Finance Officer, KSLU, Hubballi payable at Hubballi. Earnest money deposit to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.
4. Tenders must be delivered/uploaded to **e-procurement platform www.eproc.karnataka.gov.in** on or before 5.00 hours on 03.07.2018 and will be opened on 05.07.2018 at 5.10 hours, in the presence of the Tenderers of 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.

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SECTION II : INSTRUCTIONS TO TENDERERS

A. Introduction

1. Eligible Tenderers

1.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Karnataka State Law University hereinafter referred to as "KSLU", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

2. Contents of Tender Documents

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

- (a) Instruction to Tenderers (ITT);
- (b) Schedule of Requirements;
- (c) Qualification Criteria;
- (d) Tender Form and Price Schedules
- (e) Contract 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 of submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

2.3 A prospective Tenderer requiring any clarification of the tender documents may notify the KSLU in writing or by telex or cable or fax at the KSLU's mailing address indicated in the Invitation for Tenders. The KSLU will respond in writing to any request for clarification of the tender documents which it receives no later than 8 days prior to the deadline for submission of tenders prescribed by the KSLU. Written copies of the KSLU's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers which have received the tender documents.

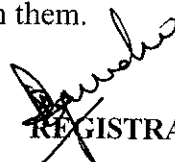
3. Amendment of Tender Documents

3.1 At any time prior to the deadline for submission of tenders, the KSLU may, for any reason, whether at its own initiative or otherwise, modify the tender documents by amendment.

3.2 All prospective Tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

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3.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KSLU, at its discretion, may extend the deadline for the submission of tenders.

4. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 5,6 and 7;
- (b) Earnest money deposit furnished in accordance with ITT clause 8.

5. Tender form

5.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the vehicles On Hire Basis. to be service, a brief description of the vehicles On Hire Basis., quantity and prices.

6. Tender Prices

6.1 The Tenderer shall indicate on the Price Schedule, the unit prices and total tender prices of the vehicles On Hire Basis. it proposes to supply under the contract. To this end, the Tenderers are allowed to offer discounts. However, Tenderers shall quote for the complete requirement of vehicles On Hire Basis. and services specified under schedule, failing which such Tenderers will not be taken into account for evaluation and will not be considered for award.

6.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price of the vehicles On Hire Basis. quoted including all duties and sales and other taxes already paid or payable
- (ii) Any Indian duties, sales and other taxes which will be payable on the service if this Contract is awarded;

6.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account.

7. Tender Currency

7.1 Prices shall be quoted in Indian Rupee

8. Earnest Money Deposit and Security Deposit

8.1 Pursuant to ITT clause 4, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-III-Schedule of Requirements.

8.2 The earnest money deposit is required to protect the KSLU against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to clause 8.6


8.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

Earnest Money Deposit (EMD) through e-procurement portal. EMD payment can be paid in the following two modes of payment: by authorized dealer in India.

- i. NEFT
- ii. OTC (Remittance at the Bank Counter – Only Axis Bank)

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- 8.4 The successful tenderer shall have to pay a Security Deposit of (5% of the estimated cost) in the form of DD in the name of Finance officer of any Nationalized Bank valid for a period of One year w.e.f. date of Work/Service Order.
- 8.5 Any tender not secured in accordance with ITT clauses 8.1, 8.3 and 8.4 above will be rejected by the KSLU.
- 8.6 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the KSLU, pursuant to ITT clause 9.
- 8.7 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
 - (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 20

9. Period of Validity of Tenders

- 9.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the KSLU. A Tender valid for a shorter period shall be rejected by the KSLU as non responsive.

10. Deadline for Submission of Tenders

Tenders must be received by the KSLU no later than the 17.00 hours on 21-06-2018 specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the KSLU, the Tenders will be received upto the appointed time on the next working day.

11. Late Tenders

Any tender received by the KSLU after the deadline for submission of tenders prescribed by the KSLU, will be rejected and/or returned unopened to the Tenderer.

12. Opening of Tenders by the KSLU

- 12.1 The KSLU will open all tenders, in the presence of Tenderers' representatives who choose to attend, at 5.10 hours on 23.06.2018 and in the following location:
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 KSLU, the tenders shall be opened at the appointed time and location on the next working day.
- 12.2 Tenders and modifications sent pursuant to ITT that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances. The KSLU will prepare minutes of the tender opening.

13. Clarification of Tenders

During evaluation of tenders, the KSLU may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

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14. Evaluation and Comparison of Tenders

The KSLU will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 17 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

15. Award of Contract

In the absence of prequalification, the KSLU will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified and is qualified to perform the contract satisfactorily.

16 Award Criteria

The KSLU 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.

17. Preliminary Examination

17.1 The KSLU 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 whether the tenders are generally in order. Tenders from Agents, without proper authorization shall be treated as non-responsive.

18. KSLU's Right to accept any Tender and to Reject any or all Tenders

18.1 The KSLU 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.

19. Notification of Award

19.1 Prior to the expiration of the period of tender validity, the KSLU will notify the successful Tenderer in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its tender has been accepted.

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

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

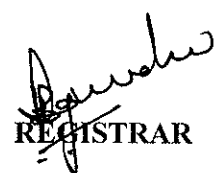
20. Signing of Contract

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

20.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the KSLU.

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C. Special Conditions

1. The Tenderer should pay Rs. 50,000/- as EMD in favour of the Finance Officer, KSLU, Navanagar, Hubballi.
2. The Tenderer shall ensure credit of tender processing fee and EMD in a single transaction payment in the respective receiving bank accounts of e-procurement on or before last date of Bid submission. In any case if the Tenderer makes part payment it is liable for rejection.
3. Document should be furnished for having paid tax during last 3 financial years.
4. The date time schedule for tender processing is as in e-portal.

Sl. No.	Details	Period
1.	Downloading Tender documents	As in e-portal
2.	For any Clarifications / queries etc.	
3.	Last date for submission of tender	
4.	Date and Time for opening Technical Bid	
5.	Date and Time for opening Financial Bid	

5. The scanned copy of PAN card should be uploaded.
6. The successful tenderer must execute a bond on Rs. 200-00 stamp paper stating that the tender will be executed as per the terms and conditions within one week from the date of accenting the Tenders and EMD will be converted as security deposit (without interest).
7. The EMD of unsuccessful tenderer will be returned only after evaluation of technical bid and financial bid.
8. The tenderer shall furnish an Notary Certified Certificate about the firm is not black listed by any State / Central Government Departments.
9. The rate quoted by the firm will be valid for one year or until further orders (not allowed for any revision of rate in the middle of the contract period).
10. Any tender entered with Government / Private Agency's name may be indicated in financial bid.
11. After opening the financial bid, the Karnataka State Law University is empowered to call for negotiation with tenderer.
12. The Karnataka State Law University is empowered to exempt any documents of the tenderer if found genuine and not necessary.
13. No advance payment will be made for the orders.
14. Any violation of the above terms and conditions the contract is liable for cancellation.
15. The Karnataka State Law University reserves the right either to accept or reject the tenders without assigning any reason. The decision taken by the Karnataka State Law University in this regard shall be final.
16. Vehicles should have valid permit from concerned authority.
17. Hired Vehicle should run in the Karnataka State Law University Jurisdiction or other places as directed by the Registrar (Administration).

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SECTION IV: QUALIFICATION CRITERIA

1. The Tenderer should be a either Proprietorship, or Partnership Firm or Private Limited Company or Public Limited Company. Furnish the copy of Certificate incorporation or Partnership deed or Registration copy with the appropriate authorities in support of the nature of organization.
2. Tenderer should have at least existing three clients and provide the list of the five clients with their address and a proof of agreement copy entered with them.
3. The Tenderer Registered Firm should have Registration/Service Tax/GST and PAN Number.
4. The average annual turnover of the company should be Rs. 10.00 Lakhs or more for the last 3 financial years i.e., 2015-16, 2016-17 and 2017-18. Furnish copy of the Annual Report or Balance Sheets, Profit and Loss Account and Schedules in support of turnovers.
5. The Tenderer shall submit the copy of Income Tax Return filed with the Income Tax Authorities for the last 3 Financial years i.e., 2015-16, 2016-17 and 2017-18
6. The Tenderer shall submit the copy of VAT/GST returns filed with the concerned authorities for the last 3 years i.e, 2015-16, 2016-17 and 2017-18
7. The Tenderer shall submit the copy of Service Tax Registration Certificate along with the last 3 years returns filed with Service Tax Authorities i.e., 2015-16, 2016-17 and 2017-18
8. Each and every page of the tender documents submitted/uploaded in e-procurement portal shall be serially numbered and signed by the authorized signatory of the concerned Tenderer.
9. Tender form to be filled and uploaded.
10. GST Registration certificate to be uploaded.

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SECTION V: TENDER FORM

Date:

To: The Registrar, KSLU, Navanagar, Hubballi.
(Name and address of the KSLU)

Having examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ (Description of Goods and Services) in conformity with the said tender documents for the sum of _____ (Total tender amount in words and figures) or such other sums as may be ascertained 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 goods 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% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 12.2 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 thereof 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 of _____ 20__

(Signature)

Duly authorized to sign Tender for and on behalf of

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SECTION VI: CONTRACT FORM

THIS AGREEMENT made the day of. , 20... Between (*Name of service provider*) of (*Country of service*) (hereinafter called "the service provider ") of the one part and *Supplier*) of (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part:

WHEREAS the service is desirous that certain service and ancillary services viz., *Brief Description of Goods and Services*) and has accepted a tender by the Supplier for the supply of those goods and 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 and;
 - (c) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier 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 service/provided by the Supplier are as under:

SL NO	BRIEF DESCRIPTION OF VEHICLES ON HIRE BASIS	NO OF VEHICLES	KMS RATE	TOTAL AMOUNT	SERVICE TERMS
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TOTAL VALUE:

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 service provider)
in the presence of:

Signed, Sealed and Delivered by the said(For the Supplier)
in the presence of:

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Technical bid format

1.	Name and Address of the Firm. Telephone No. Fax No. E-Mail.	
2.	Name and Designation of Firm in charge or contact Person.	
3.	Status (Whether an Individual / Partnership / Firm / Public / Private Limited Company)	
4.	In case of Partnership Firm a) Whether it has been registered. b) If registered, provide certified, extract from the Registre of Firm. c) Name of all Partners. d) Details of Partnership deed. (please enclose copy of the same)	
5.	The Tenderer should pay Rs. 50,000/- as EMD in favour of the Finance Officer, KSLU, Navanagar, Hubballi.	
6.	The Tenderer shall ensure credit of tender processing fee and EMD in a single transaction payment in the respective receiving bank accounts of e-procurement on or before last date of Bid submission. In any case if the Tenderer makes part payment it is liable for rejection.	
7.	Document should be furnished for having paid tax during last 3 financial years.	
8.	The scanned copy of PAN card should be uploaded.	
9.	The successful tenderer must execute a bond on Rs. 200-00 stamp paper stating that the tender will be executed as per the terms and conditions within one week from the date of accenting the Tenders and EMD will be converted as security deposit (without interest).	
10.	The EMD of unsuccessful tenderer will be returned only after evaluation of technical bid and financial bid.	
11.	The tenderer shall furnish an Notary Certified Certificate about the firm is not black listed by any State / Central Government Departments.	

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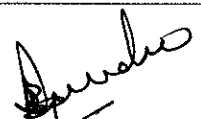
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12	The rate quoted by the firm will be valid for one year or until further orders (not allowed for any revision of rate in the middle of the contract period).	
13	Any tender entered with Government / Private Agency's name may be indicated in financial bid.	
14	The Karnataka State Law University is empowered to exempt any documents of the tenderer if found genuine and not necessary.	
15	No advance payment will be made for the orders.	
16	Any violation of the above terms and conditions the contract is liable for cancellation.	
17	The Karnataka State Law University reserves the right either to accept or reject the tenders without assigning any reason. The decision taken by the Karnataka State Law University in this regard shall be final.	
18	Vehicles should have valid permit from concerned authority.	
19	Hired Vehicle should run in the Karnataka State Law University Jurisdiction or other places as directed by the Registrar (Administration).	
20	Number of needed vehicles will be intimated to the successful tender, One (01) day prior to requirement. 10 to 20 vehicles may be required at the time of Examination every day.	
21	The bidder shall furnish the details of the similar services (at least two years of experience) provided to different firms / institutions along with satisfactory certificate.	
22	The bidder shall furnish the turnover details of the previous year certified from the concerned authority.	
23	Required number of vehicles should be supplied on specified day / time with expert, authorized drivers.	
24	Rate / Kilometer should consist all type of batta and other expenditure (Fuel / Repair / Insurance / Tax etc.,)	
25	The EMD will be forfeited and the agreement will be cancelled, if the supplied vehicles are not in good condition and the service of the driver is not satisfactory.	
26	The meter reading starts from Karnataka State Law University, Navanagar, Hubballi depending on the requirement.	
27	For any overlaps and difficulties, for the Hon'ble Vice Chancellor's decision is final.	
28	If function is cancelled the order will be cancelled 24 hours prior.	
29	The successful Tenderer has to supply vehicles On Hire Basis. as and when required by the KSLU.	

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30	Vehicles On Hire Basis, and arranged to the programme venue at free of cost in Hubballi-Dharwad Municipal Corporation (HDMC) limits. (own means of transport)	
31	Vehicles provided should be in good condition in all sense and should possess all relevant documents. Any problem, alternate vehicles shall have to be provided immediately.	
32	The drivers deputed should possess legal driving license and follow all the transport and RTO rules.	
33	Registration of minim five to ten vehicles under your form.	

DECLARATIO

The information furnished above to the best of my knowledge and ability is true and we Undertake to.

Inform you if any change in the above particulars regarding our business from time to time.

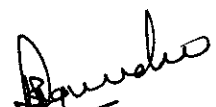
Place:

Date:

Signature of the tenderer with
Name, Address & Seal

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