



**GOVERNMENT OF KARNATAKA
(Department of Commercial Taxes)
Office of the Joint Commissioner of Commercial Taxes
(Enforcement)-Ballari**

TENDER DOCUMENT

(Two-Tender Document System)

**TENDER FOR PROVIDING VEHICLES ON MONTHLY
RATE ON HIRE BASIS FOR THE OFFICE OF THE
JOINT COMMISSIONER OF COMMERCIAL
TAXES(ENFORCEMENT),BALLARI**

Email Id: jcctenfzby@gmail.com

Telephone No: 08392-294612

ADDRESS FOR COMMUNICATION:

**O/o The Joint Commissioner of Commercial Taxes(Enforcement),
Raghavendra Colony 2nd stage, Ananthpur Road, Ballari-583101**



GOVERNMENT OF KARNATAKA
(Department of Commercial Taxes)
Office of the Joint Commissioner of Commercial Taxes
(Enforcement)-Ballari

NO : JCCT(ENF)/BLY/EST-4/VH/2022-23

Date:12.08.2022

TENDER NOTIFICATION
(Through e-procurement portal only)

As per the permission of Commissioner of Commercial Taxes (Karnataka) vide letter dated: 01.08.2022, Tenders are invited in **Two-Tender Document System (Technical Bid & Commercial Bid)** from **OWNER-CUM-DRIVER/Travel agency/car rental agency (providing owner-cum-driver service)** for providing of **Cars (Commercial Vehicles –Yellow board)** on hire basis for a period of **12.09.2022 to 31.03.2023**, which are required for Enforcement Activities of **O/o The Joint Commissioner of Commercial Taxes (Enforcement), Ballari**. Tender Schedule and Types of Vehicles are mentioned below. **Vehicles are to be provided on monthly rent basis.**

The last date for receipt of tenders is **as per e-portal**. Tender will be opened **as per e-portal**. Tender document may be downloaded from Government of Karnataka e-procurement website: <https://eproc.karnataka.gov.in>. Tenders must be electronically submitted (online through internet) within the date and time published in e-procurement portal. For any queries contact **O/o The Joint Commissioner of Commercial Taxes (Enforcement), Ballari**.


Joint Commissioner of
Commercial Taxes
(Enforcement), Ballari
Joint Commissioner of Commercial Taxes
(Enforcement), BALLARI.

Tender Schedule

Name and Address of the procuring entity	O/o The Joint Commissioner of Commercial Taxes(Enforcement), Raghavendra Colony 2 nd stage, Ananthpur Road, Ballari-583101
Designation and address of the Tender inviting and Accepting Authority	The The Joint Commissioner of Commercial Taxes(Enforcement), Raghavendra Colony 2 nd stage, Ananthpur Road, Ballari-583101
Name of the scheme /project/ programme for which the procurement is to be effected- No.of vehicles hired	For Enforcement activities. Vehicles hired :04
Period of Contractor	12.09 2022 to 31.03.2023
The date from which tender documents are available in e-procurement portal	12.08.2022
Last date and time for receipt of tender forms	03.09.2022 at 5.00 p.m
Time and date of opening of Tenders	Technical bid on: 05.09.2022 @ 11.30 a.m Commercial bid on: 06.09.2022 @ 11.30 a.m
Place Of opening of Tender	O/o The Joint Commissioner of Commercial Taxes(Enforcement), Raghavendra Colony 2 nd stage, Ananthpur Road, Ballari-583101
EMD	For AC vehicles Rs.7,000/- per vehicle, Rs.28,000/- for 04-vehicles. For Non-AC vehicles Rs.6125/- per vehicle, Rs.24,500/- for 04 vehicles.
Address for communication	O/o The Joint Commissioner of Commercial Taxes(Enforcement), Raghavendra Colony 2 nd stage, Ananthpur Road, Ballari-583101
Contact Person with Mobile No:	Sri.Hussainappa, Vehicle section case worker, Mob. No:9900891618

Tender documents can be downloaded from Government of Karnataka e-procurement website <http://eproc.karnataka.gov.in> under login for contractors. After login to contractors, please scroll down to the right side bottom to see list of tenders, please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as prescribed date and time published in portal. Only interested bidders who wish to participate should remit **online transaction fee for tender after registering in the portal. The transaction fee is non-refundable.**


**Joint Commissioner of
Commercial Taxes
(Enforcement), Ballari**
 Joint Commissioner of Commercial Taxes
(Enforcement), BALLARI.

Terms and definitions:

- 1) Department refers to Commercial Tax Department /this office
- 2) Service provider refers to individual owner-cum-driver and traveling /car Rental agency
- 3) "Contract" is used synonymously with agreement
- 4) "LOI" means a letter of intent
- 5) This office refers to the office of Joint Commissioner of Commercial Tax (Enforcement), Ballari

The Estimated number of vehicles is as under.

A. For Air conditioned Vehicles:

Sl. No	Category of vehicle	Estimated No. of Vehicles	Approximate amount put to tender (Rs.in Lakhs) (Excluding GST)	EMD (in Rs.)	Tender processing fee	Category of Agency	Type of vehicles
1	MUV/SUV/Equivalent(AC-Vehicles) (Commercial Vehicles -Yellow board)	04	2.80/vehicle Total 11.20 for 4-vehicle (Maximum Rs,40,000/- /for 2500km per vehicle+GST) Additional amount will be paid as per the order of the Govt of Karnataka	Rs.7,000/- /vehicle, Rs.28,000/- for 4-Vehicles	As per e-portal	Owner-cum-driver/Tra velling /car rental agency providing owner-cum-driver service	<ul style="list-style-type: none"> ➤ Tata Sumo Gold ➤ Mahindra Bolero ➤ Mahindra Scorpio ➤ Toyota Innova ➤ XUV300/500/700 ➤ Tata Harrier ➤ Mahindra Xylo ➤ Mahindra TUV 300 ➤ Nexa ➤ Ford Ecosports ➤ Kia sonet ➤ Tata Safari ➤ Renault duster ➤ Hyundai venue ➤ Tata nexon ➤ Toyato urban cruiser or equivalent

A. For Non-Air conditioned Vehicles:

Sl. No	Category of vehicle	Estimated No. of Vehicles	Approximate amount put to tender (Rs.in Lakhs) (Excluding GST)	EMD (in Rs.)	Tender processing fee	Category of Agency	Type of vehicles
1	MUV/SUV/Equivalent(NonAC-Vehicles) (Commercial Vehicles –Yellow board)	04	2.45/vehicle Total 9.80 for 4-vehicle (Maximum Rs,35,000/-/for 2500km per vehicle+GST) Additional amount will be paid as per the order of the Govt of Karnataka	Rs.6,125/-/vehicle, Rs.24,500/- for 4-Vehicles	As per e-portal	Owner-cum-driver/Travelling /car rental agency providing owner-cum-driver service	<ul style="list-style-type: none"> ➤ Tata Sumo Gold ➤ Mahindra Bolero ➤ Mahindra Scorpio ➤ Toyota Innova ➤ XUV300/500/700 ➤ Tata Harrier ➤ Mahindra Xylo ➤ Mahindra TUV 300 ➤ Nexa ➤ Ford Ecosports ➤ Kia sonet ➤ Tata Safari ➤ Renault duster ➤ Hyundai venue ➤ Tata nexon ➤ Toyato urban cruiser or equivalent

Imp note: Only one vehicle bidding is allowed for one owner-cum driver. Travelling agency/car rental agency may bid for all 04 vehicles, provided, it should have Notarized service level agreement with the owner –cum driver as annexed(Annexure-4) to this notification for providing vehicle to Travelling agency/car rental agency.

Office wise requirement of vehicles is as below:

Sl.No	Name of the Office	No. of vehicle
1	O/o The Joint Commissioner of Commercial Taxes (Enforcement), Ballari	02
2	O/o The Deputy Commissioner of Commercial Taxes (Enforcement), Davanagere	01
3	O/o The Assistant Commissioner of Commercial Taxes (Enforcement), Hospete	01
	Total	04

1. Tender Processing Fee:

Bidder Can download the tender document for free from the portal (<http://eproc.karnataka.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing fee has to be paid through any of the four –payment options in the portal:

- a) Credit Card
- b) Direct Debit
- c) National Electronic Fund Transfer. (NEFT)
- d) Over the counter (OTC)

2. Payment of Earnest Money Deposit:

Tenders must be accompanied by Earnest Money Deposit (EMD) at the rate indicated in the above table; it should be paid online through e-procurement portal using any of the following payment modes.

- a) Credit Card
- b) Direct Debit
- c) National Electronic Fund Transfer. (NEFT)
- d) Over the counter (OTC)

2.1 EMD will be forfeited:

- a) If, any of the documents / information furnished by the bidder is found to be false after submission of the tender, the EMD of such bidder is liable to be forfeited.
- b) The EMD of the successful tenderer is liable to be forfeited if he withdraws his tender or backs out after acceptance of the tender or fails to submit the Security Deposit(Performance Security) or if he fails to sign Agreement within specified time or if he revises any of the terms quoted during the validity period or its extended period without the explicit consent of the department, if any.
- c) **The tender documents submitted without the EMD will be rejected.**

3. Security Deposit (Performance Guarantee)

- a. The successful tenderer shall **with in the 2 days** of intimation being given to him by the Department for acceptance of his tender, furnish a **Security Deposit for 5%** of the "value of contract" in the form of **unconditional and irrevocable Bank Guarantee from the Banks Situated in Ballari**. The BG shall be submitted to the Department from any **nationalized/scheduled bank for proper fulfillment of the contract**. The Bank guarantee shall be **valid till the closure of contract period plus three months**.
- b. The Security Deposit shall be refunded only on completion of the contract to the satisfaction of the department. If the department incur any loss or damage on account of non-fulfillment of obligations under this contract, then such losses / damages incurred by department shall be recovered by encashing the Security Deposit. The amount so encashed / adjusted shall not be refunded to the tenderer.
- c. If the whole or a part of the Security Deposit is adjusted / attached by the department for any default of Tenderer in the due fulfillment of the contract during the contract period, then Tenderer shall immediately arrange to replenish the amount of Security

deposit so attached / adjusted for the continued operation of the contract, failing which the contract is liable for termination by the department, the responsibility for which shall wholly rest with the tenderer.

- d. In the event of any upward revision in the value of the contract arising on account of increase in the quantity handled by the department, this office reserves the right to call for Additional Security deposit amount and Tenderer shall, on receiving intimation from this office, increase the Security Deposit suitably as may be directed by this office within stipulated date.
- e. Failure of the successful bidder to comply with the requirement shall constitute ground for annulment of the award and forfeiture of the EMD. In case the tender is extended by further period the Bank Guarantee should be suitably renewed.

4. Scope of Work:

4.1. Supply of above mentioned vehicles on monthly rental basis for a period of **12.09.2022 to 31.03.2023** or receiving of Govt. vehicles whichever is earlier. Contract can be extended for further period subject to satisfactory service during first period and after getting requisite approval from the competent authority at the discretion of this office.

4.2 The Model of the vehicle supplied under this contract shall not be older than 2017.

4.3 The vehicle will normally be required for official activities of this office, Jurisdiction of which covers Ballari, Chitradurga, Vijayanagara, Davanagere & Koppal Districts and to various places as per the requirement of this office. When necessary outside the limit of this office like Bangalore, Hubli-Dharwad etc.

4.4 The contractor shall not divert the vehicles for any other purpose during idle / free hours during this contract period.

4.5 The suggestions/instructions/orders issued by this office are binding on the successful tender.

5. General conditions of contract :

- a) Tenderers are advised to peruse all the clauses in this document before quoting.
- b) The tenderer shall clear their doubts, if any, about the meaning of any portion of general and special terms and conditions of the Tender before submission of the bids. **The conditional tenders will be summarily rejected.**
- c) Photo-copies of documents shall be accepted only after verification with the originals. The tenderer shall produce the originals for verification.
- d) In order that the tender may receive full consideration, the complete information asked for in the accompanying schedule and elsewhere must be supplied by the tenderers.
- e) It is not binding to the department to accept the lowest or any other tender.
- f) **This office reserves the right to accept or reject any Tenders without assigning any reasons thereof.**
- g) In case of satisfaction of services, tenderer will be continued for further period at the discretion of this office after getting requisite approval from the competent Authority.

6. Special conditions of Contract:

- a) Bids with stipulations for settlement of dispute by reference to arbitration shall be rejected. The bids containing any conditions what so ever will be liable for rejection.
- b) This office reserves the right to verify any information / documents furnished by the bidders, if the circumstances so warrant in the overall interest of the office. All valid documents like RC Book, Tax card, Permit card, Comprehensive insurance documents, Emission test certificate, lease agreement entered with the owner of the vehicle etc. are to be furnished by the successful bidder at the time of entering into agreement with this office.
- c) Please note, here after any changes in the schedule will not be published through newspaper and further changes/addendum/corrigendum will be updated only on E-portal.
- d) **Monthly quoted rates shall be inclusive of all cost excluding GST with bifurcation Etc.,**
- e) During the period of contract the vehicle shall be made available on all the days including Sundays and general holidays day and night without any additional charges.
- f) Non-deployment of vehicle on any day will be viewed seriously and considered as violation of contract.
- g) **Vehicle should have valid commercial registration with yellow number board and it should be covered under comprehensive Insurance throughout the contract period.**
- h) Message on a metallic board indicating 'VEHICLE ON KARNATAKA GOVT DUTY' or as suggested by this office shall be displayed on the vehicle while on duty.
- i) The successful tenderer has to provide the vehicles to this office on hire basis . Owner himself should drive the vehicle. In case of any exigencies if he is unable to attend duty he should send a suitably qualified and experienced driver with a valid transport driving license. Driver should wear uniform of stipulated color while on duty. **This office will only pay the hire charges as agreed, and contractor has to bear all costs such as cost of HSD(Fuel), Oil & Lubricants, insurance, repairs, replacement of spare parts, tires, tubes, batteries, driver's wages/ allowances, etc.**
- j) The service provider has to provide uniform and mobile phone to the driver of each vehicle on duty for effective communication, and same mobile number will continue to exist with the vehicle throughout the contract period. The agency will bear the cost of the same. The agency shall be responsible for the disciplined and courteous behavior of the driver with the officials.
- k) Agency / driver shall maintain the log book/trip sheet or additional records as directed by this office. , log book/trip sheet shall be filled by the driver of the vehicle and he shall get the signature from the authorized officer every day. **The completed log book/trip sheet/additional records has to be submitted along with monthly bills**
- l) The successful tender shall adhere to Minimum Wages Act and other Government rules and statutory requirements in respect of the driver deputed with the vehicle.
- m) In case of breakdown of vehicle, service provider shall make arrangement of alternate vehicle of same model. The conditions mentioned in this document will mutatis mutandis apply to the alternate vehicle. If the successful Tenderer fails to provide alternate vehicle during the break down of the vehicle, the Office will hire a separate vehicle on its own at the cost and risk of the successful tenderer.
- n) If the agency neglects to execute the contract work with due clearance and expedition or does not comply with the instruction given, the Office reserves the right to terminate the contract without giving any notice and performance Security will be forfeited. Misbehaviors, rash and negligent driving by the drivers shall be viewed very seriously and the contract shall be terminated if the same is noticed.

- o) Vehicles will be hired after inspection, vehicles which are not road worthy will not be hired.
- p) The hired vehicle shall be stationed / parked at a designated place within the parking area. Any damage to the vehicle / driver will be at the cost / risk of the owner. The service provider himself will be responsible for the safety, watch and ward of the vehicle, This office will not take any responsibility for the same. The vehicles will be parked at the places as directed by the undersigned/ authorized representative.
- q) This office reserves the right to terminate the contract at any time during the period of contract if the performance of the service provider is not satisfactory.
- r) The service provider has to note that the vehicles provided will be under the overall control of this office. This office will deploy / re-deploy the vehicle to any office / works as per the requirement. This office will inspect the condition of vehicles periodically, if required office may insist for substitute vehicle if the vehicle is not in good road worthy condition as per the provisions set out in the Motor Vehicle Act 1988 and driver should keep FC issued by competent authority.
- s) Once the vehicles are reported to office, the vehicle drivers are bound to follow the instructions of this office.
- t) This office/Dept shall not be liable for any action direct or indirect that may be instituted by anybody or body of persons against the vehicle in connection with the transportation of employees.
- u) The Service provider will be solely liable for any claim arising out of Accidents, damages or loss caused during the agitation, strike, etc., during the operation of vehicle. This office shall not be liable for any claims arising out of use of vehicles. Besides all tortuous liability if any, shall be borne by the service provider of the vehicle himself.
- v) The service provider shall comply all statutory acts, Labor laws/Regulations/Motor Vehicle Act etc.
- w) In case, the vehicle is taken outside the jurisdiction of this office and halts at outstation/ halt at within the jurisdiction, additional amount or driver Bata has to be borne by the service provider himself. If needed the vehicle should be ready to travel the other parts of the state.
- x) No vehicle should be taken out without the permission of this office. The suggestions or orders given will be binding on the service provider.
- y) The Bidders should upload all relevant document of the vehicle duly examined by the RTO.
- z) In case if complaints are received by the concerned officer about the performance of the service provider, contract will be cancelled without giving any notice and the Performance Security will be forfeited and also steps will be taken to put the service provider in black list.
- aa) In case if the officer who use the vehicle goes on leave, vehicle should be present at the office premises. Service provider should attend the office and should perform the duty as per the instructions given by the office, otherwise the rent of that day will be deducted from the bill.
- bb) Vehicles have to be at the disposal of the concerned official/officer well in advance, adhering to instructions issued from time to time by the officers/officials concerned who avail the vehicles.
- cc) The drivers shall scrupulously follow instructions issued by the department. If and when the department finds deficiency in the driving , contract will be terminated without prior notice.
- dd) The vehicles offered on hire shall be covered under relevant **comprehensive insurance policy.**

- ee) The department shall not be liable for any damages or losses caused to the car hired and the driver, during the period of Agitations, Strikes, Accidents or any other reason.
- ff) It shall be the sole responsibility of the service provider to meet or discharge any liability arising out of the violation of Traffic Rules and Regulations and Statutory Regulations and all such rules in force.
- gg) It shall be the responsibility of the service provider to produce at their own cost the car before the courts of law and before the police Authorities whenever required in case of accidents or any orders, contingencies or any orders or discretions of the Judicial or Executive Authorities or in any other incident as the case may be
- hh) The Service provider shall keep the photocopies of the R.C. Book, Insurance Policy of the Car in the vehicle while on duty.
- ii) The owner shall fully comply with the various relevant provisions of the Labour Laws, like Provident Fund, ESI, or any other laws relevant to the driver.
- jj) **On receipt of the LOI /LOA the service provider shall execute an agreement on the stamp paper of Rs.100/-.**
- kk) Any suit or proceedings arising in any respect under this contract shall be subject to Jurisdiction in law of courts in Ballari only. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within the jurisdiction of any such courts. The tenders with a stipulation for settlement of dispute by reference to arbitration will be rejected.
- ll) Any of the above terms and conditions specifically not commented on or not mentioned in the tender / price schedule, shall be construed as accepted by the tenderer and shall be considered for incorporating the same while processing the offers for ordering.
- mm) **This Office reserves the right to cancel the tender at any stage without assigning any reason.**
- nn) The Joint Commissioner of Commercial Taxes(Enforcement), Ballari decision in respect of matters relating to this tender is final and will be binding on the tenderer/service provider.
- oo) This office reserves the absolute right to increase or decrease the number of vehicles depending upon the requirement.
- pp) **Vehicle provided should be commercial vehicle bearing yellow board.**
- qq) This office will not entertain any claim arising out of any mishap, if any that may take place, and this office will not be held responsible for any damage or loss caused to the Vehicle under any circumstances.
- rr) **Statutory requirement:** Service provider preferably have GST registration number, if service provider does not possess GST register number, he should obtain the same before Submitting first bill of this contract.
- ss) All Govt. Tax/levy/duty all taxes for running the vehicle /**toll charges** in the state shall be borne by the service provider.
- tt) In case date fixed for opening of bids is subsequently declared as holiday by the Govt. the revised schedule will be notified. However in absence of such notification, the bids will be opened in **Next working day, Time and venue remains unaltered.**
- uu) Service provider should ensure proper maintenance of the vehicle , which should be regularly serviced at least once in a month, the service provider should ensure that fuel is filled with required level and arrangement should be made to fill the fuel whenever necessary, service provider should not stop the vehicle during middle of the journey for want of fuel.
- vv) **Only one vehicle bidding is allowed for one owner-cum driver. Travelling agency/car rental agency may bid for all 04 vehicles, provided, it should have Notarized service level agreement with the owner-cum driver as**

annexed(Annexure-4) to this notification for providing vehicle to Travelling agency/car rental agency. Service level agreement of owner-cum driver with the Travelling/car rental agency should be uploaded on e-portal. Technical evaluation will be made separately for Owner-cum Driver service provider and travelling agency/car rental agency.

- ww) In case Non-AC and AC vehicles service provider submitted the bids, preference will be given to AC vehicles. In this matter decision of the Joint Commissioner of Commercial Taxes (Enforcement) shall be final.

7. Rate Upper Limit: If quoted rate exceeds the rate fixed by the Government, rate payable will be restricted to the rate fixed by the Government of Karnataka. User department/this office will pay the additional amount in excess of limits of kilometer and hours fixed as per proceeding No. ಈ ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸು 30 ಶಿವಾನಿ 2019, ಬೆಂಗಳೂರು ದಿ:31.03.2022 as mentioned below :

SLNo	Description(For AC Categories of Vehicles)	Amount payable in Rs.
1	Per month 2500km/ 300 hours	Maximum Rs.40,000+ Taxes
2	Amount payable per KM for extra KM after 2500 in a month	Rs.12+ Taxes
3	Amount payable for each hour in excess of 300 Hrs in a month	Rs.150+ Taxes

SLNo	Description(For Non AC Categories of Vehicles)	Amount payable in Rs.
1	Per month 2500km/ 300 hours	Maximum Rs.35,000+ Taxes
2	Amount payable per KM for extra KM after 2500 in a month	Rs.10+ Taxes
3	Amount payable for each hour in excess of 300 Hrs in a month	Rs.100+ Taxes

Imp Note: In case in a calendar month vehicle runs over and above the 2,500 Km and over and above the 300 Hrs, additional payment will be made either of one criteria (either based on Km or Hours not both) whichever is less in terms of payment payable.

8. Vehicle usage condition:

- First pickup point** will be defined as the point where the vehicles report for commencement of duty for the Officer/official and not from the garage of the service provider or owner.
- Last drop point** will be defined as the point where the vehicle last drop of the Officer or official and not the garage of the service provider or owner.
- Running distance** allowed shall be the distance that the taxi runs during the service period, each day noted by meter reading at first pickup point and last drop off point.
- Service period** shall be defined as the period between the time when the driver reports at pickup point and the time when the driver is relieved at last drop of point.
- No additional time period for reaching the pickup point and period of travel after dropping point shall be counted for service period.
- No mileage will be allowed to service provider for lunch / breakfast or for filling fuel etc.
- The driver provided by the travel agency shall possess a valid Driving License. The drivers should carry the Driving License and all other relevant documents while on duty.
- The cars should be kept in clean and tidy condition, free of pests and odour and should be equipped with first aid box and other basic amenities.
- Commercial Permit:** The service provider shall ensure that the vehicle provided to the office

has **regular commercial permit (Yellow Board). Comprehensive insurance shall be Arranged for the vehicle to cover any damages / risks to men / materials in transit during the contract period.**

- j. In case service provider provides vehicle which is of higher class than the demanded type, payment will be regulated as per the demanded type of vehicle. Vehicle of lower class than the demanded type of vehicle will not be Accepted.
- k. The service provider has to note that the vehicle provided to this office will be under the overall Control of this office.

9. Period of Contract:

The contract period will be from 12.09.2022 to 31.03.2023 or providing of Govt. vehicles whichever is earlier. Contract may be extended for further period subject to satisfactory service during first period and after getting approval of competent authority at the discretion of this office.

10. Technical Criteria for selection of bidder : the bidder shall possess the following qualifications as minimum conditions.

- a. He should have deposited requisite EMD in e-procurement portal.
- b. The bidder should provide copy of the PAN Card.
- c. The bidder shall provide vehicles of latest models only. Vehicles registered earlier than 1st January 2017 shall not be accepted for deployment under this contract.
- d. **The vehicles should have comprehensive insurance coverage, valid fitness certificate. Registration certificate (RC), Emission Test Certificate and Road tax paid certificate and these should be uploaded on e-portal.**
- e. **Only one vehicle bidding is allowed for one owner-cum driver. Travelling agency/car rental agency may bid for all 04 vehicles, provided, it should have Notarized service level agreement with the owner –cum driver as annexed(Annexure-4) to this notification, for providing vehicle to Travelling agency/car rental agency. Service level agreement of owner-cum driver with the Travelling/car rental agency should be uploaded on e-portal. Technical evaluation will be made separately for Owner-cum Driver service provider and travelling agency/car rental agency.**
- f. Bidders failing to meet the Technical criteria shall not be considered for Financial Bid evaluation.

11. Commercial Criteria for selection of bidder:

Bid Prices:

The Bidder shall indicate price in the prescribed format, in absence of information as requested, the bid will be considered incomplete and will be rejected. The price components furnished by the Bidder in accordance with format below will be solely for the purpose of facilitating the comparison of bids by the Dept and will not in any way limit Dept right to contract on any of the terms offered. **It is mandatory to submit Financial Bid on-line on e-procurement portal of GoK.**

12. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, this office reserves the right to negotiate the prices quoted in the bid to effect downward modification.

The Financial bid should clearly indicate the price which includes all taxes (excluding GST) duties, fees, levies, and other charges as may be applicable in relation to the vehicles proposed to be provided. Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected. It is mandatory to submit Financial Bid on-line on e-procurement portal of GoK.

13 Bid Currencies

Prices shall be quoted in Indian Rupees(INR).

14. Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial Bid responses electronically using www.eproc.karnataka.gov.in before the scheduled date and time for bid submission.

15 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized by the Bidder. A Letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

16. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Dept. Dept will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

17. Clarification on Tender Document

A prospective Bidder requiring any clarification on the Tender Document may submit his queries, in writing by e-mail ID : jcctenfzby@gmail.com. The queries must be submitted in the following format only:

Sl. No.	Section No/ Clause No.	Page No.	Reference /Subject	Clarification Sought

The queries not adhering to the above mentioned format shall not be responded.

This office will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates.

18. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder shall be written in English language.

19. Bid Validity Period:

Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by this office. A bid valid for a shorter period may be rejected as non-responsive.

20. Extension of Period of Validity

In exceptional circumstances, this office may request the Bidder(s) for an extension of the period of validity i.e. maximum 90 days. The request and the responses there to will be made in writing (or by fax or by mail). The validity of EMD shall also be suitably extended.

21. Notification to Bidder.

Letter of Intent (LOI) will be issued on the e-Procurement portal to the successful bidder. The Bidder shall acknowledge in writing receipt of the notification of award and shall **send his acceptance to enter into agreement within seven (2) days of receiving the notification.**

22. Submission, Receipt and Opening of Proposals

The original Proposal (i.e Technical Proposal and Financial Proposal) shall be prepared and submitted in e-Procurement platform.

The bidder shall digitally sign and submit the proposal electronically through the unified e-procurement platform: www.eproc.karnataka.gov.in

The completed Technical and Financial Proposal must be submitted electronically in the e-Procurement platform on or before the due date for bid submission specified in the e-procurement platform.

The required technical documents/ undertaking should be uploaded in the relevant slots provided in the e-Procurement portal. In case the bidder wishes to upload in additional technical document, the same may be uploaded in additional document section of technical criteria.

No Commercials shall be uploaded in technical criteria section of e-Procurement portal

23. Evaluation Process.

The bids are evaluated in **Two tender document system** as below:

- i. First-Evaluation based on Technical Qualification Criteria.
- ii. Second- Evaluation based on Commercial requirement set out in this Tender.

24. Technical Evaluation :

- i. The Bidders shall be evaluated based on the technical criteria in the Clause 10 of this Tender. Bidders failing to meet the Technical criteria shall not be considered for Commercial Bid evaluation.
- ii. This office reserves the right to seek clarification and additional documentary evidence from the bidders to ascertain qualification abilities of the bidders.
- iii. Decision of this office in the evaluation of the Technical bids shall be final.

25. Commercial Bid Evaluation.

Unit Price to be quoted in the e-Procurement portal for each category of vehicle should be inclusive of all applicable taxes excluding GST and all other expenses. The commercial quotes submitted by technically qualified bidders will be opened in e-procurement platform. **It is mandatory to submit the Financial Bids on-line in e-Procurement Portal of GoK, uploading of scanned copy will not be considered for financial bid evaluation**

The bidder who has quoted the lowest for each category of the vehicle is considered for award of contract. If quoted rate exceeds the maximum rate fixed by the Government, this office reserves the right to negotiate with the lowest bidder to match the prevailing rate as fixed by the Government of Karnataka.

Notwithstanding the above, this office reserves the right to cancel the tender if the prices quoted by the bidders are not beneficial to the Government or for any reason whatsoever.

26. The tender shall be rejected immediately, if the tender is:

26.1 Technical Rejection Criteria:

- a. Failure to confirm Technical Criteria as per this Tender.
- b. Bids not accompanied by the requisite EMD.
- c. Bids which do not confirm to required validity of the bid as per prescribed in the Tender.
- d. Not in conformity with the tender terms and conditions.
- e. From any black listed firm or contractor
- f. From the tenderer whose past performance is not satisfactory.
- g. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process.
- h. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- i. Revelation of Prices in any form or by any reason before opening of commercial Bid.
- j. Failure to furnish proofs for information provided.

26.2 Commercial Rejection Criteria:

- a. Incomplete Price bid.
- b. Bidder not quoting for the complete scope of work as indicated in the Tender document, addendum (if any) or any subsequent information given to the Bidder.
- c. Total bid quoted by the Bidder does not include all statutory taxes and levies applicable.
- d. Failure to submit Financial Bid on-line (key-in) on GOK's e-procurement portal.

27. Signing of Contract(Agreement):

The acceptance of LOI shall constitute signing of the agreement. At the same time this office will notifies the successful Bidder that his bid has been accepted, this office will send the successful bidder proforma of Contract/agreement, incorporating all clauses/conditions between the parties. **Within 3 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the office.**

28. Release of Bid Security

Bid Security/ EMD of successful bidder will be released on receipt of the Performance Bank Guarantee, the EMD of unsuccessful bidder will be released on concluding of contract through e-portal.

29. Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

30. Failure to abide by the Agreement

The Conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of the Dept with such penalties as specified in the tender document/ Agreement for any such termination, This office reserves the right to blacklist the bidder from participation in the tenders of this office for a period of 3 years.

31. Payment: The service provider should submit the monthly bill along with the Log book/ trip sheet signed by officer/ official who availed the vehicle or any other person authorized by this office. The service provider has to comply with all applicable statutory requirements. The payment will be made on the basis of availability of Grants. Payments will be made through Khajane-2 to the service provider after deduction of income tax & statutory taxes (as applicable from time to time) on each bill.

- i. The bill should contain PAN of service provider.
- ii. The service provider should produce the copy of challan along with monthly bill for proof of paid GST for previous month.

32. Liquidated Damages:

Subject to clause for Force Majeure if the service provider fails to provide service in compliance to the contract as defined in the tender document/agreement or if the service provider repudiates the Contract before completion of the contract period, This office at its discretion may without prejudice to any other right or remedy available in the Contract, forfeit the entire performance bank guarantee submitted by the agency apart from blacklisting of the selected agency from further participation in any of the tenders of the Dept for a period of 3 years. Any such recovery or liquidated damages shall not in any way relieve the service provider from any of its obligations to complete the contract period or from any other obligations and liabilities under the contract.

33. Penalty:

The following penalties are applicable for deficiency in services.

- (a) Late sending the vehicle on time or any late coming will attract a fine of Rs.100/- per every hour . Not sending of vehicle will attract a penalty of deduction of hire charges on pro-rate basis for the period and it will be treated as a violation of contract. If this behavior is repeated action will be taken as per the contract.
- (b) Supply of vehicles of models earlier than 1st January 2017, will attract a penalty of Rs.200/- per day.
- (c) Failure to replace / provide alternative vehicle immediately (within two hours)after informing that the vehicle provided unsuitable for travel / immediately after break down etc, will attract a penalty of Rs.200/- per occasion in addition to deduction of hire charges on pro-rate basis for the period.

34. Force Majeure:

Neither Party to this Agreement shall be liable for any loss or damage which may be suffered by the other party directly to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labor disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

The Party seeking to reply on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

In the event the Force Majeure substantially prevents hinders or delays the Bidder's performance of Services for a period in excess of 3 days, this office may consider that an emergency exists.

However, when the situation arising out of Force Majeure comes to an end in the assessment of this office, the service provider shall resume normal activities under this agreement immediately. If this office considers it necessary, may grant an extension of time to the agency for resuming normal activities under this agreement. If the service provider does not resume normal activities immediately or within the extended period, if any, granted by this office, then this office **will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute service from an alternate supplier at the cost of agency and/or terminate this Agreement.**

Notwithstanding the terms of this Articles, the failure on the part of the service provider to ensure insurance coverage and back-up and other safeguards in accordance with the terms of the tender or the Agreement against natural disaster , fire sabotage or other similar occurrence shall not be an event of Force Majeure.

35. Disputes

All questions and disputes relating to the meaning of the specifications and instructions here-in before mentioned and as to the quality of service or as to any other question claim, right, matter or thing whatsoever in any way arising out of or relating to the agreement, or otherwise concerning the services and deliverables or the execution or failure to execute the same, the matter in dispute shall be referred to the Joint Commissioner of Commercial Taxes (Enforcement), Ballari, his/her decision shall be final and binding.

36. Interpretation of Clauses:

In case of any ambiguity in the interpretation of any of the clauses in the bid document, interpretation of the clause by the Joint Commissioner of Commercial Taxes (Enforcement), Ballari shall be final and binding on all parties.

37. Third Party Claims

The service provider shall indemnify this office against all third-party claims on accident injury / harm/ disability / fatal etc.

38. Termination of Contract: This office reserves the right to terminate the contract placed on the bidder if:

1. The bidder commits breach of any of the terms and conditions.
2. The bidder goes in to liquidation voluntarily or otherwise.
3. The service is found unsatisfactory.


**Joint Commissioner of
Commercial Taxes
(Enforcement), Ballari**
Joint Commissioner of Commercial Taxes
(Enforcement), BALLARI.

(This should be neatly typed in the letter head of bidder and after filling up the details and striking out the not applicable points and signing the same, scanned copy should be uploaded in the technical bid).

Bid should contain the following documents:

- a) The declaration by the bidder that none of his contracts have been Terminated/foreclosed on Account of his default in this Dept or elsewhere.
- b) **SCANNED COPIES OF THE FOLLOWING: (Also see Annexure-1)**
 - 1) PAN Card
 - 2) All relevant documents like vehicle documents and others as listed in bid document should be uploaded (which are comprehensive insurance coverage policy, valid fitness certificate. Registration certificate (RC), Emission Test Certificate and Road tax paid certificate.
 - 3) Declaration in Annexure -3 duly notarized.
 - 4) Travelling agency/car rental agency should upload service level agreement with the owner –cum driver service provider.

Financial bid

- c) Price schedule for car (Annexure 2)


Joint Commissioner of Commercial Taxes
(Enforcement), BALLARI,



GOVERNMENT OF KARNATAKA
(Department of Commercial Taxes)
Office of the Joint Commissioner of Commercial Taxes
(Enforcement)- Ballari.

ANNEXURE-1
Technical Bid

SI No	Details to be furnished	
1.	Name and address of the Service Provider (as per the registration)	
2.	Local Address of the Service Provider	
3.	Details of Contact person a. Name b. Phone and fax Number c. Cell Number d. E-mail ID	
4.	Details of Vehicles	
5.	Registration Extract from RTO (Upload Copies)	
6.	Copy of RC Book & FC copy (Upload Copies)	
7.	Vehicle insurance copy (Upload Copies)	
8.	Vehicle Permit copy (Upload Copies)	
9.	Emission Test Certificate (Upload Copies)	
10.	Road tax paid certificate (Upload Copies)	
11.	All relevant documents as per tender document attached (Upload Copies)	
12.	TAN Card / PAN Card (Upload Copies)	
13.	In case of Travelling/Car rental agency – Notarized Service level agreement with the Owner-cum Driver (Upload Copies)	

ANNEXURE-2
PRICE SCHEDULE FOR CAR
(Commercial Bid)

AC/ Non-AC CAR			
No.	Item description	Rate (Rs. In figures)	Rate (Rs. In words)
	a. Hire charges per vehicle per month for running 2500 Kms or 300 Hours per month (including Sundays and holidays). Including driver salary, PF, IT, road tax, comprehensive insurance, registration, FC, spare, repairs / maintenance cost, Fuel and any other statutory & other charges etc excluding GST	Quote Rate Through E-Portal only	Quote Rate Through E-Portal only
	b. Rate of hire charges per Km beyond 2500 Kms per month including (Not required to fill)	Additional amount will be given as per Govt order and tender conditions	-
	c. Rate per hour after 300 Hours per month (Not required to fill)	Additional amount will be given as per Govt order and tender conditions	-
NOTE :			
For the purpose of evaluation, the rate quoted in <u>Sl No.a</u> will only be considered for the selection of the lowest bid of the respective vehicles.			

Seal/ Signature of the service provider

ANNEXURE-3

DECLARATION

(ANNEXURE -3 SHOULD BE NOTORIZED AND UPLOADED ON E-PORTAL)

Name of work: Providing Cars to the O/o The Joint Commissioner of Commercial Taxes (Enforcement), Ballari on monthly rental basis.

I / We remitted Rs..... vide TRANSACTION No..... dt Bank towards Earnest Money through e-portal. The Earnest money bears no interest.

Should my/our tender is accepted I/We agree to pay 5% of the contract value in addition to EMD amount towards **security deposit(Performance Guarantee)** for the due fulfilment of the contract at the time of executing agreement in the **form of BG** for full period of contract.

If this tender is accepted, I / We agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed or in default thereof forfeit and pay to the Office the sum of money mentioned in the said condition without prejudice to any other right of the Office.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully read the instructions and I / we have made examination of contract documents and locations where such work is to be done.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the Office based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

If upon written information to me / us by the Joint Commissioner or an officer authorised by him I / We fail to attend the office on the date there in fixed and if upon intimation being given to me/us by the Joint Commissioner of the acceptance of the tender or fail to enter into agreement as defined in the tender notice, then I / We agree to the forfeiture of the Earnest Money.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or left at my/our address given or through e-mail

I/we fully understand the terms and agreements of the contract to be entered into between me/us and the Office and the written agreement shall be foundation of the right of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me / us and authorised by the proper office authorised to enter into contract by the Office.

Date.....this day of2022

Witness

Contractor

ANNEXURE-4
SERVICE LEVEL AGREEMENT

(ANNEXURE -4 SHOULD BE NOTORIZED AND UPLOADED ON E-PORTAL)

I / We ----- S/O ----- Resident of ----- hereby made an agreement on this -----day with -----(Name of Agency)Agency to provide vehicle (Type of vehicle)----- bearing No----- on rental basis from----- to----- , we hereby declare that we will not terminate the agreement with the -----agency during aforesaid period

Date.....this day of2022

Witness

Vehicle Owner