



Hassan Mangalore Rail Development Company Limited

(A Joint Venture of Ministry of Railways & Govt. of Karnataka)

Regd. Office : MSIL House, 7th Floor, #36, Cunningham Road, Bangalore-560 052.

Tel : +91-80-2237 0581, Fax: +91-80-2237 0582, website : www.hmrhc.com

CIN NO.U45203KA2003PLC032183,E-mail: ceohmrhc@gmail.com

HMRDC/Admin./03/Vehicle/2019

06th November 2019

To,

All the Travel Agents,

Dear Sir / Madam,

Sub: Tender for "Hiring of Office Vehicle"

Please find the attached tender Document for "Hiring of Office Vehicle".

You are requested to go through the information and send your tender Quotation in the format prescribed.

Submission of last date for Tender is 25th November 2019 at 3.00 PM.

Yours truly,

For Hassan Mangalore Rail Development Company Limited

S.N. SRINIVASA
Company Secretary

HMRDC

HASSAN MANGALORE RAIL DEVELOPMENT COMPANY LTD

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TENDER DOCUMENT FOR HIRING OF OFFICE VEHICLE

Tender Document No. HMRDC/Admin./03/Vehicle/2019 dated 06.11.2019

Last date of Tender is 25th November 2019 @ 3.00 pm

ISSUED BY

Hassan Mangalore Development Company Limited

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Bangalore – 560 052

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Note: This document contains a total of 31 pages. No change in the document by the tenderer is permissible



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Section 1

Tender Information Sheet

Document Description	Tender Document for " HIRING OF OFFICE VEHICLE"
Tender No.& Date	No. HMRDC/Admin./03/Vehicle/2019 Dt 06.11.2019.
Last date & Time of Submission of Response to Tender Document	25.11.2019 at 15:00 hours.
Tender Opening Date	25.11.2019 at 15:15 hours
Validity of Tender	30 (Thirty) days from the date of opening of tender.
Earnest Money Deposit	Rs 800/- (Rs Eight hundred only) in the form of Demand Draft/Pay order favouring HMRDC payable at Bangalore.
Address for submission of Response to Tender Document	The Company Secretary, Hassan Mangalore Rail Development Company, MSIL House, 7 th Floor, #36, Cunningham Road, Bangalore – 560 052

Important Note: Prospective Tenderers are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites www.hmrhc.com No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.



Section 2

INTRODUCTION

1. INTRODUCTION

HMRDC was incorporated on 1st July 2003 as a Joint Venture SPV with equal equity participation by the Ministry of Railways and Government of Karnataka with the objective of development, financing, designing, construction, operation and maintenance of the Broad-Gauge rail link connectivity between Hassan and Mangalore (referred to as "Project Railway"). The Shareholders Agreement was signed by the Company with the Ministry of Railways, Government of Karnataka and Rail Infrastructure Development Company (Karnataka) Limited on 23rd October 2003. M/s. New Mangalore Port Trust and M/s. Mineral Enterprises Limited have become strategic partners by contributing 10.00 Crores each towards equity share capital constituting 18% of the total equity share capital of the Company.

For the purposes of implementing the Project Railway, Ministry of Railways (MoR) has granted concession rights to the Company for the above activities vide Concession Agreement dated 18th March 2004. The concession is for a period of 32 years from the date of the Agreement. In order to fulfil its construction obligations, the Company has entered into a Construction Agreement dated 18th March 2004 with South Western Railway (SWR), whereby SWR were appointed as the Engineering, Procurement and Construction (EPC) Agents for the Project Railway.

The Company has entered into an Operations & Maintenance Agreement with South Western Railway on 18th March 2004 whereby SWR has been appointed as the operations and maintenance agency to operate the goods train services on the line and undertake maintenance of project assets till the end of the concession period. The railway line was commissioned for Operation of freight services in May 2006 after completion of gauge conversion of the Project Railway.

HMRDC desires to invite tenders for hiring of One Etios/Swift or similar diesel AC vehicle on monthly contract basis for a period of 6 months for the regular official works of the company.



Section 3

TENDER INSTRUCTIONS TO TENDERERS

3. TENDER INFORMATION AND INSTRUCTIONS TO CONSULTANTS

3.01 Obtaining Tender Document:

The Tender document can be downloaded free of cost from the website of the company, www.hmrdc.com .

- a) The Tender shall be submitted in the prescribed form attached to this notice.
- b) Prospective tenderers interested to participate in the tender process are required to submit their competitive quotes in response to this Tender Document.

3.02 Tender Submission date and Opening date

The Tenderers shall submit their competitive quotation in a sealed envelope in the format enclosed with this Tender Document. The last date for submission of tender is as mentioned in the Tender information Sheet. No tender quotation shall be accepted after the date and time mentioned above. The tender quotations shall be opened on the same day as mentioned in the Tender Information Sheet.



3.03 Documents to be signed and submitted by Tenderers

The quotation shall be signed by the individual legally authorized to enter into commitments on behalf of the Tenderer. Only one quotation is permitted to be submitted by a person/firm/company.

The Tenderers are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, tenders may not be qualified for which HMRDC reserves its right to accept or reject.

3.4.1 Basic documents:

1. Letter of authorization in favour of the person to sign this tender and represent his/her company for this contract.
2. Duly signed Tender Format by the Authorized signatory.
3. Earnest Money Deposit of Rs 800/- (Rs Eight hundred only) in the form of Demand Draft/Pay order favouring M/s. Hassan Mangalore Rail Development Company Limited (HMRDC) payable at Bangalore.

3.4.2 Documents in Support of Eligibility:

1. Copy of Certification of Incorporation, Memorandum and Articles of Association / Partnership Deed in case of Company/Partnership firm.
2. Copy of GST registration certificate and PAN.
3. Contact details of the registered office and Branch Office if any in Bangalore.

3.05 Validity of the Response to Tender Document

The Tenderer shall submit the response to Tender Document which shall remain valid up to Thirty (30) days from the date of opening of tender. HMRDC reserves the right to reject any response to Tender Document which does not meet the above-mentioned validity requirement.



3.06 Selection of successful Bidder

After tender opening, the quotations submitted shall be evaluated by HMRDC on the basis of the total monthly quote for the hiring of vehicle . The evaluation of tender quotations shall be carried out as described in Section 5.

3.07 Earnest Money Deposit (EMD)

- i) The tenderer shall be required to submit an EMD of Rs 800/- (Rs Eight hundred only) by way of DD/Pay order favouring HMRDC, for the due performance of stipulation for keeping the offer open till such date as specified in the tender. Tenders not accompanied with earnest money deposit as provided in the Tender Information Sheet shall be summarily rejected.
- ii) It shall be understood by the tenderer that the tenderer is permitted to quote his rate in considerations of the stipulation on his/her part, that after submitting his/her tender, he/she will not hold back from his offer or modify the terms and conditions thereof in a manner not acceptable to HMRDC.
- iii) Should the tenderer fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- iv) The EMD of the successful tenderer will be returned after submission of Security Deposit upto 5% of monthly contract amount or the EMD will be adjusted against the Security Deposit amount.
- v) The EMD of the unsuccessful tenderers shall be returned to them within one month of issue of LoA to the successful tenderer. But HMRDC will not be liable to pay any interest thereon.
- vi) In case it is found that, the tenderer/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the tenderer/s will be forfeited. Such tenderers shall be barred from participating in future tenders of HMRDC for 5 years.



3.08 Security Deposit (SD):

Selected tenderer will have to submit Security Deposit equivalent to 5% (Five percent) of the monthly contract value awarded in the form of FDR or Bank Guarantee/Cash within 5 days of issue of letter for acceptance. The selected tenderer can also confirm in writing authorising the HMRDC to deduct the amount of security deposit from the 1st bill of the successful tenderer. Failure to submit Security Deposit or authorisation to deduct SD from the 1st Bill as stated above will result in termination of award of contract. Further, Security Deposit will be valid for the entire period of contract of 6 months or extended period of contract. The Security Deposit will be refunded within 60 days after satisfactory completion of the contract period. The Security Deposit shall be interest-free and the successful tenderer is not entitled to any interest thereon. The Security Deposit shall be released only after the successful completion of the contract. Security Deposit shall be forfeited by HMRDC in the event of Successful Tenderer's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which HMRDC may recover.

3.09 Tender selection process:

The tenderers shall submit their sealed tender quotations in a separate sealed envelope. The tenders not accompanied with EMD will be summarily rejected.

3.10 Financial Quote

The prices quoted in the tender should be without any conditions.

- i) The quotation shall be in format prescribed and price quote must be filled in completely, without any error, erasures or alterations as per the specified format given in section 7 Format 1 & 2.
- ii) The Financial quote shall be on a fixed price basis inclusive of all taxes and duties. No price variation should be asked on account of any reasons.
- iii) Price quotation accompanied by vague and conditional expression will be treated as invalid and shall be liable for rejection.



- iv) The envelope containing the tender quotation shall be superscribed as "Tender for Hiring of Office vehicle "and handed over at HMRDC office on or before the last date and time mentioned above. In addition to the above, the envelope shall also contain the name and address of the tenderer.
- v) Prices quoted will be firm for the entire period of Contract.
- vi) It is the responsibility of the Tenderers to clearly quote total price inclusive of GST etc.,.
- vii) The tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- viii) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- ix) The tenderer must fill and submit the rates as per instructions given above. If the tenderer does not quote a price/rate as suggested above in the quotation, his tender may be summarily rejected. The tenderer shall not make any addition or alteration in the tender quotation formats. The requisite details should be filled in by the tenderer wherever required in the tender quotation documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

3.11 Non-Transferable

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the successful tenderer, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The successful tenderer shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required to be done by the successful tenderer under the contract.

3.12 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender notice. No deviations of any kind will be entertained in the tender quotation.

3.13 Deadline for submission of Tender

The tender duly filled must be received by HMRDC at the address specified not later than the date and time mentioned in the "Tender Information Sheet". Tender received later than the deadline prescribed for submission of tender by HMRDC will be rejected. Tenders can also be accepted by post if received before expiry of time of receipt of tender document. However, HMRDC will not own any responsibility for delay in postal transit. Any tender received in person / By post after last date and time notified will not be opened and such tenders will not be considered for evaluation purpose. If the opening date happens to be a holiday, the tenders will be received and opened on the next working day at the same time. However, there will not be any change in last date of issue of tender document on this account.

3.14 Withdrawal of Tender

No Tender can be withdrawn after submission and during tender validity period. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, has made himself aware of the details of the tender

3.15 Opening of Tender

Tenders will be opened at the address mentioned in "Tender Information Sheet" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

Tenderer's name, presence or absence of requisite documents, total price quoted or any other details as HMRDC may consider appropriate will be announced and recorded at the time of tender opening.

3.16 Clarification of the Tender Quotation

To assist the examination, evaluation and comparison of the tenders, HMRDC may at its discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for



submission of the details shall form part of the tender and shall be binding on the tenderer.

3.17 Examination of the Tenders

HMRDC shall determine whether each tender is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviations, objections, conditionally or reservation. If a tender is not substantially responsive, it shall be rejected by the HMRDC. In case of tenders containing any conditions or deviations or reservations about contents of tender document, HMRDC may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as nonresponsive.

HMRDC's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.18 Canvassing

No tenderer is permitted to canvass to HMRDC on any matter relating to this tender. Any tenderer found doing so may be disqualified and his tender may be rejected.

3.19 Award of Contract

HMRDC shall issue LoA (Letter of Award) within 10 days from the closing date of tender in token of acceptance of the tender quotation to the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer. This shall constitute a legal and binding contract between HMRDC and the successful tenderer.

Successful tenderer shall execute a signed and stamped Contract Agreement on stamp paper of requisite value in favour of HMRDC within 7 days from the receipt of letter of Award and shall start his monthly contract and shall supply good vehicle.



3.20 Method of Submission

The response to Tender Document is to be in the following manner: -

- i) **Covering letter:** - The covering letter shall be in the format 1 as prescribed and placed in the sealed envelope superscribed as "Tender for Hiring of Office Vehicle " along with a DD/Pay order towards EMD;

It should be addressed to HMRDC and shall contain:

A. Covering Letter as per Format - A.

B. DD/Pay order Rs. 800/- towards the EMD

- ii) **"Financial Quotation"** – The Financial quotation as per format 2 shall be enclosed to the covering letter as stated above.

Important note: The tenderers shall not deviate from the naming and the numbering formats mentioned above, in any manner.

3.21 Clarifications/Enquires/ Amendments

- (i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Tender Information Sheet.
- (ii) Amendment/s if any will be uploaded in the website of HMRDC for information of all concerned i.e. www.hmrhc.com All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

3.22 Right of HMRDC to reject a Tender

HMRDC reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

3.23 Cancellation of Contract

- i) The HMRDC reserves the right to cancel the contract of the successful tenderer and recover expenditure incurred by the HMRDC on the following circumstances:
- ii) The successful tenderer commits a breach of any of the terms and conditions of the contract.



- iii) The successful tenderer goes into liquidation voluntarily or otherwise.
- iv) The progress regarding execution of the contract, made by the successful tenderer is found to be unsatisfactory.
- v) After the award of the contract, if the successful tenderer does not perform satisfactorily or delays execution of the contract, the HMRDC reserves the right to terminate the contract.
- vi) HMRDC reserves the right to recover any dues payable by the successful tenderer from any amount outstanding to the credit of the successful tenderer, under this contract or any other contract/order.
- vii) The Security Deposit will be returned to the successful tenderer without any interest on performance and completion of the contract and on fulfilment of warranty obligations for the complete terms and period of the contract.

3.24 Important notes and instructions to Tenderers

- a. Wherever information has been sought in specified formats, the Tenderers shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. If the Tenderer conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, HMRDC reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/SD provided upto that stage shall be en-cashed. Tenderer shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- c. Response submitted by the Tenderer shall become the property of the HMRDC and the HMRDC shall have no obligation to return the same to the Tenderer. However, the EMDs submitted by unsuccessful tenderers shall be returned as specified in Clause 3.8
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Tenderer.

- e. Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of HMRDC in this respect shall be final and binding.
- f. The Tenderer must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the contract. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- g. HMRDC may at its discretion extend the deadline for submission of the tenders at any time before the time of submission of the tenders.
- h. Tenderers shall mention the name of the contact person and complete address of the tenderer in the covering letter.
- i. Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by HMRDC.
- j. Tenderers delaying in submission of additional information or clarifications sought will be liable for rejection.
- k. Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of HMRDC of the obligation of the Tenderer to furnish the said data/information unless the waiver is in writing.
- l. Only Bangalore Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- m. HMRDC reserves the right to make any changes in the terms and conditions of the tender.
- n. HMRDC shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- o. HMRDC will not be obliged to meet and have discussions with any tenderer, and or to listen to any representations.



SECTION 4

General Conditions of Contract (GCC)

4.01. Application

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

4.02. Language of Tender

The tender prepared by the tenderer shall be in the format prescribed and shall be in English language. The tender shall accompany any supporting documents as may be required. The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. HMRDC reserves the right to reject any or all tenders without assigning any reason. Unsatisfactory performance of the contractor or failure to adhere to any of the conditions stipulated in the tender / contract document shall attract forfeiture of the security deposit. In addition, HMRDC reserves the right to terminate the entire contract or part of it and get work executed through other agencies.

4.03. Payment

- 4.3.1.** The Successful Tenderer's request(s) for payment shall be made to HMRDC in writing, accompanied by an invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.
- 4.3.2.** Payment will be based on the rates quoted by the Successful Tenderer in his quotation & accepted by HMRDC.
- 4.3.3.** Payments shall be made promptly by HMRDC to the Successful Tenderer subject to verification & approval by HMRDC upon completion of entire work or at the completion of each stage of work as per the contract.
- 4.3.4.** Payment shall be made in Indian Rupees.



4.3.5. In the event of excess release of funds to Successful Tenderer, HMRDC shall demand and recover from Successful Tenderer such excess disbursements and Successful Tenderer would be liable to refund the excess disbursements.

4.3.6. Taxes, if any, as applicable shall be deducted at source from all the payments made to the Successful Tenderer.

4.04. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Tenderer.

4.05. Contract Amendments

No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by HMRDC.

4.06. Assignment

The Successful Tenderer shall not assign, in whole or in part, its obligations to perform under the Contract, except with HMRDC's prior written consent.

4.07. Default in Contracts obligation

4.7.1 In case of any default or delay in performing any of the contract obligation, HMRDC reserves the right to recover the actual damages/loss from the successful Tenderer.

4.7.2. In addition to the above, HMRDC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Tenderer, terminate the Contract in whole or part under the following circumstances:

- i) If the Successful Tenderer fails to deliver any or all of the Work as required by HMRDC.
- ii) If the Successful Tenderer fails to perform any other obligation(s)/duties under the Contract.
- iii) If the Successful Tenderer, in the judgment of HMRDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



4.08. Force Majeure

- 4.8.1.** Notwithstanding the provisions of tender, the Successful Tenderer shall not be liable for Penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.8.2.** For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions etc. Whether a "Force majeure" situation exists or not, shall be decided by HMRDC and its decision shall be final and binding on the Successful Tenderer and all other concerned.
- 4.8.3** In the event that the Successful Tenderer is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, HMRDC has the right to terminate the contract.
- 4.8.4.** If a force majeure situation arises, the Successful Tenderer shall notify HMRDC in writing promptly, not later than 14 days from the date such situation arises. The Successful Tenderer shall notify HMRDC not later than 3 days of cessation of force majeure conditions. After examining the cases, HMRDC shall decide and grant suitable additional time for the completion of the Work, if required.

4.09. Termination for Insolvency

HMRDC may at any time terminate the Contract by giving written notice to the Successful Tenderer, if the Successful Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HMRDC.

4.10. Termination for Convenience

HMRDC, by written notice sent to the Successful Tenderer, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HMRDC's convenience, the extent to which performance of the Successful Tenderer under the Contract is terminated, and the date upon which such termination becomes effective.



4.11. Award Criteria

HMRDC will award the Contract on turnkey basis to the Successful Tenderer whose rate has been determined to be substantially responsive and has been determined as the lowest evaluated price.

4.12. Notification of Award/Letter of Award

Prior to the expiration of the period of Tender validity, HMRDC will issue Notification of Award of Contract to the Successful Tenderer in writing by letter or by fax/Email, to be confirmed in writing by letter, that its Tender has been accepted.

The Notification of award will constitute the formation of the Contract.

4.13. Successful Tenderer Integrity:

The Successful Tenderer is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.14. Successful Tenderer's Obligations:

4.14.1. The Successful Tenderer is obliged to work closely with HMRDC's staff, act within its own authority and abide by directives issued by HMRDC. The Successful Tenderer will abide by the statutory norms/Govt. rules prevalent in India and will free HMRDC from all demands or responsibilities the cause of which is the Successful Tenderer's negligence. The Successful Tenderer will pay all indemnities arising from such incidents and will not hold HMRDC responsible or obligated.

4.14.2. The Successful Tenderer will treat as confidential all data and information about HMRDC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of HMRDC.

4.15. Settlement of Disputes

4.15.1 If any dispute of any kind whatsoever shall arise between HMRDC and Successful Tenderer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.



If the same is not resolved through mutual consultation, the same shall be referred to the Sole Arbitrator, appointed by HMRDC. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 4.15.2** The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- 4.15.3** The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Bangalore.
- 4.15.4.** Notwithstanding any dispute between the parties Successful Tenderer shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 4.15.5.** The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 4.15.6.** If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator.
- 4.15.7.** Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Bangalore.
- 4.15.8.** Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

4.16. Applicable Law

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

4.17. Notices

- 4.17.1** Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Tender quotation.
- 4.17.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.



4.18. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Tenderer shall bear & pay all taxes, duties, levies and charges including GST if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Tenderer's account and no separate claim in this regard will be entertained by HMRDC.

4.19. Successors and Assigns:

In case HMRDC or Successful Tenderer undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by an order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

4.20. Severability:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause, sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule, annexure & rest of the contract shall continue to be in full force & effect.

4.21. Counterparts:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instruments.

4.22. Rights & remedies under the contract only for the parties:

This contract is not intended & shall not be construed to confer on any person other than HMRDC & Successful Tenderer hereto, any rights and / or remedies herein.

4.23. Statutory Acts

4.23.1. All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Tenderer for the successful execution of the said Work.

4.23.2. The Successful Tenderer shall comply with all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. HMRDC shall have no liabilities in this regard.



4.24. Tenderer to Inform himself

The tenderer shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

4.25. Compliance of Govt. Regulations

The Successful Tenderer should execute and deliver such documents as may be needed by HMRDC in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Tenderer and HMRDC shall not be responsible in any manner whatsoever.

4.26. Successful Tenderer Liability

Successful Tenderer hereby accepts full responsibility and indemnifies HMRDC and shall hold HMRDC harmless from all acts of omissions and commissions on the part of the Successful Tenderer, his agents, his sub contactors and employees in execution of the work. The Successful Tenderer also agrees to defend and hereby undertakes to indemnify HMRDC and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

4.27. Indemnity Damages and Insurance

The tenderer shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said tenderer, his agents or employees in the execution of the work.



Section 5

TENDER EVALUATION

5. TENDER EVALUATION

The tenders, which are determined as substantially responsive, shall be evaluated by the HMRDC for technical compliance and then price aspects. The tenderer must submit all necessary authentic data with necessary supporting certificates, if any, failing which his tender is liable to be rejected.

Representative of qualified tenderers desirous of attending the tender opening may visit on the tender opening date at the office of HMRDC.

The complete financial proposal as per the format shall be submitted.

Evaluation of the tender will be done on the basis of total price inclusive of all taxes & duties quoted for the hiring of office vehicle as per the format prescribed in the tender document. Contract will be awarded to the tenderer, whose commercial offer (TOTAL) as per the quotation inclusive of GST has been determined to be lowest. The tenderer shall quote the rates as per the tender format prescribed.



Section 6

SPECIAL CONDITIONS OF CONTRACT (SCC)

6. SPECIAL CONDITIONS OF CONTRACT

6.01. Purpose and Scope of the contract

The scope of the project is to supply vehicle for office use for a period of 6 months or extended period.

- I. Please Quote your lowest competitive rate for hiring of one Etios / Swift Dzire with AC on monthly basis. Subject to the following terms and conditions:
 1. The rate quoted should be on monthly basis inclusive of GST.
GSTIN number to be mentioned in your quotation.
 2. The rates shall be quoted in the Format provided for,
 - 2000 kms / 250 hours per month
 - Inclusive of holidays except Sundays
 - However, vehicle will be used on Sundays in case of exigencies at no additional cost, but within the prescribed Parameters of Distance and hours.
 3. Agreed kilometers and hours will be computed on a cumulative basis for a month.
 4. Additional charges will be paid for extra hours and for extra kms which may be quoted.
 5. The vehicle supplied should be in proper running condition and should be **only two years** old.
 6. Please quote Driver Batta after 22.00hrs upto 6.00hrs.
 7. The driver shall report for duty every day at the Office at 10.00 hours or at any other place as informed by Office from time to time and should be at our disposal till discharged. Any change in time / location will be intimated in advance.
 8. The meter reading, days and timings shall be calculated from the pickup and drop points as assigned by the Office every day.



9. The driver should be well mannered, well acquainted with Bangalore area and should attend duty on time.
10. The driver should be in uniform as per regulations and should have a cell phone for communication.
11. The same car and driver should report everyday. In case of any problem you shall make alternative arrangements with adequate advance intimation to us.
12. Utilisation of Vehicle Certificate are to be maintained properly without any overwriting and the same submitted to the Office, alongwith the Bill.
13. Further you are responsible for full compliance with the provisions under all labour laws and / or regulations such as Workmen's Compensation Act, Minimum wages Act, Industrial Disputes Act, RTA etc.,
14. You are requested to comply with the EPF and other labour legislations in R/O monthly contract vehicle and the bill should accompany the details of the compliance. In case, if your establishment is not covered under the EPF act, you may take action to send the details of the driver and his salary details etc., to the Company so that the Company will be able to make payment to EPF at the prescribed rate applicable as on date (25% of the wages of the driver [12% on behalf of the contractor's employee and 13% on behalf of the contractor – employer (including administrative charges)] from your monthly bills and file the same with EPF authorities.

6.02. Payment Structure

The payment will be made once in a month on submission of the bill alongwith the utilization certificate. The bill for preceding month must be submitted by 5th of successive month or in the event of 5th falling as a holiday the next working day. Payment will be made by cheque. Income Tax, surcharge and cess as applicable will be deducted at source from each bill unless otherwise authorized by Income Tax.

Payment will be released only on submission of Invoice/Bill duly completed in all respect.

6.03. Penalties

If the vendor fails to complete in full, all delivery and implementation according to the project schedule, HMRDC reserves the right to recover from the successful tenderer any damages/extra expenditures which the Company may incur to cure the failure of the successful tenderer. The HMRDC will have the right to terminate the contract in case of delay in violation of the contract.



Section 7

FORMATS FOR TENDER SUBMISSION

7.0 FORMATS FOR TENDER SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Tenderer's compliance with the Qualification Requirements and other submission requirements specified in the Tender Document.

- i. Format of Covering Letter (Format 1)
- ii. Format of Financial Quotation (Format 2)
- iii. Format of Draft Contract Agreement (Format 3)
- iv. Format of Certificate for Utilization of Vehicle (Format 4)

The Tenderer may use additional sheets to submit the information for his detailed response.



FORMAT-1

Covering Letter

(The covering letter should be on the Letter Head of the Tenderer)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Tenderer)

Tel.#: Fax#:

E-mail address#

To

The Company Secretary,
HMRDC,
Bangalore.

Sub: Response to Tender Document No. dated for "Hiring of Office Vehicle".

Dear Sir,

We, the undersigned [insert name of the Tenderer] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we have not submitted more than one response to Tender Document including this response to Tender Document.

1. We have submitted our response to Tender Document strictly as per Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
2. We hereby unconditionally and irrevocably agree and accept that the decision made by HMRDC in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
3. **Familiarity with Relevant Indian Laws & Regulations:** We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Tenderer.



4. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
5. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from HMRDC.
6. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
7. We confirm that all the terms and conditions of our Tender are valid for a period of thirty (30) days from the date of opening of tender.
8. We enclosed herewith the required Earnest Money Deposit. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies available to HMRDC in case my / our tender is accepted and if:
 - a. I / we do not execute the Contact Documents as per tender conditions after receipt of notice issued by HMRDC that such documents are ready:
or
 - b. I / we do not commence the work within 7 days after receipt of orders to that effect.
9. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my / our offer for this work.
10. We have neither made any statement nor provided any information in this Tender, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Tender are true and accurate. In case this is found to be incorrect after our selection as Successful Tenderer, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorised Person)



FORMAT- 2
FINANCIAL QUOTATION
(On Tenderer's letter head)

[Date and Reference]
To,
The Company Secretary,
HMRDC,
Bangalore

Dear Sir,

Sir,

Sub: Quotation for hiring of one Etios / Swift Dzire or Similar Vehicle with AC

As per your Quotation dated _____ 2019, we are quoting our reasonable rates for hiring of one Etios / Swift Dzire Car with AC on monthly contract as below:

Sl. No.	Limited Kms / Hrs	Monthly Rate + GST (₹)	Extra per Km (₹)	Extra per Hr (₹)	Driver Batta before 6.00 am and after 10.00 pm (₹)
1	2000 KMs / 250 hours				

We agree to all other terms and conditions contained in the Quotation letter. The basic salary of the driver is Rs. _____ and EPF may be deducted on the same.

Thanking you,

Yours faithfully



FORMAT- 3

DRAFT CONTRACT AGREEMENT

(To be executed on requisite value of stamp Papers)

1. Articles of agreement made this day of of 20.....between the "K-RIDE", herein after called the "Company of the one part and hereinafter called the "Contractor" of the other part.
2. Whereas the Contractor has agreed with the Company for the supply of vehicle for the office use for the performance of Final Location Survey and Preparation of DPR for New Line between Dharwad – Belgaum.
 - a. And whereas the Contractor has agreed to carry out the terms of contract as detailed in the tender notification read with his quotation as accepted by the company and as may be entrusted to him from time to time during the said contract period and as will be set forth in the Work Orders (which Work Orders shall be deemed and taken to be part of this contract) that will be issued during the said period and as per the Contract Documents complete and whereas the performance of the said works is an act in which the public are interested.
3. And whereas the Contractor has deposited a lump sum of Rs...../- as Earnest Money to cover for tendering against any number of works on the K-RIDE and has agreed to furnish the full Security Deposit as per rules in force and whereas the Security Deposit is at the instance of the Contractor recovered at 10 per cent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.
4. And whereas the Contractor has deposited a sum of Rs...../- towards the Earnest Money and whereas the balance in the Security Deposit after adjustment of Earnest Money of Rs..... originally paid by the Contractor is at the instance of the Contractor recovered at 10 per cent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.
5. The contract shall be in force for the period mentioned above. However, the K-RIDE may at its option and without assigning any reasons for so doing, put an end to this contract at any time.
6. Now this indenture witnesseth that in consideration of the payments to be made by the K-RIDE, the Contractor will duly perform this obligations set forth in the said Work Orders and will execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the K-RIDE and will complete the same on or before the respective dates specified therein in accordance with the said terms and conditions of the contract, will fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein), and the Company do hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the K-RIDE will pay or cause to be paid to the Contractor for the said works on the completion thereof, the amount due in respect thereof, at the rates specified in the schedule(s) hereto annexed.



7. Entrustment of all or any of the works referred to as above to the Contractor shall be at the option of the K-RIDE.
8. The cost of stamp duty on the agreement shall be borne by the Contractor.
9. Jurisdiction of Court: The Courts at Bangalore shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Company
Signature of the authorized official
Name of the official
Stamp/Seal of the Company

For and on behalf of the Contractor
Signature of the authorized official
Name of the official
Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said _____
Name _____ on behalf of
the Company in the presence of:
Witness _____
Name _____
Address _____

By the said _____
Name _____ on behalf of
the Contractor in the presence of:
Witness _____
Name _____
Address _____



FORMAT- 4

CERTIFICATE FOR UTILIZATION OF VEHICLE

Name of the Agency:

Certified that one Road Vehicle has been utilized during the month of _____ for Official purpose.

Vehicle No: _____.

Vehicle Type: _____

Vehicle Used By: _____

Designation _____

SL No.	Item	Quantity
1	The additional distance run by the vehicle over and above 2000 km period for which payment is to be made	
2	Total number of extra Hours over and above 250 hours in the month for which payment is to be made.	
3	Number of extra days of which the vehicle is utilized beyond 26 days during the above period	
4	Number of days vehicle not supplied	

Note:

- 1) In the event of arithmetic calculation mistake, the individual amount in words shall be considered for calculation.
- 2) The Financial Proposal is submitted strictly as per forms given in the Tender Document.

Signature of Travel Agency

Authorized Signatory

Name

Designation

Name of the Company

Address

