

MANGALURU SMART CITY LIMITED

TENDER DOCUMENT

No: MSCL/ADM/ VT/CR-23/01/2023-24

Date:14.12.2023

**Providing 2 A.C vehicles along with driver on hire basis for 12 months to
Mangaluru Smart City Limited**

Email: smartcitymangaluru@gmail.com

Address for communication

**MANGALURU SMART CITY LIMITED,
3rd Floor, MCC Building,
M.G.Road, Lalbhag, Mangaluru-575003.
Phone-0824-2986321**

ಮಂಗಳೂರು ಸ್ಮಾರ್ಟ್ ಸಿಟಿ ಲಿಮಿಟೆಡ್

ಮಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ಕಟ್ಟಡ, 2ನೇ ಮಹಡಿ, ಎಮ್.ಜಿ. ರಸ್ತೆ, ಲಾಲ್‌ಬಾಗ್, ಮಂಗಳೂರು - 575 003, ಕ.ಕ.

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Short Tender Notification

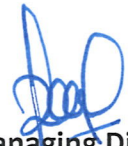
(Through E-procurement only)

The Managing Director, Mangaluru Smart City Limited, invites tenders from eligible bidders for the **Supply of vehicles for Office work for a period of 12 months to MSCL**, as detailed in the table below. The tenderers may submit tenders given in the table through e-procurement portal of the Government of Karnataka (viz <https://eproc.karnataka.gov.in>) and for more details contact 0824-2986321. The Tenderers are advised to note the minimum qualification criteria specified in tender document to qualify for award of the contract.

Sl no	Name of the Work	Vehicles to be supplied	Estimated Amount in Rs.	EMD in Rs
1	Providing 2 AC 5 Seater vehicles (Toyota, Etios, Maruthi Swift Desire, Hyndai Excent) along with driver on hire basis for 12 months to Managing Director of Mangaluru Smart City Limited. Vehicles registered on or after 31/03/2019	2 Nos	9,60,000/-	24,000/-

Calendar of events:

Last Date for Submission of tenders through E-portal	Date:02.01.2024 before 5.30 PM
Opening of tender through E-Portal	Date:03.01.2024 after 5.30PM



Managing Director
Mangaluru Smart City Limited
Mangaluru *L.M.M.L*

Way to go.. Way to Grow...

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BID DOCUMENT

INSTRUCTIONS TO TENDERER:

1. 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 on line transaction fee for tender after registering in the portal. The transaction fee is non- refundable.
2. **Payment of Earnest Money Deposit :**
 - Tenders must be accompanied by Earnest Money Deposit (EMD) at the rate indicated in the above table (tender notification) 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)
 - 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.
 - The EMD of the tenderer is liable to be forfeited if he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit or if he revises any of the terms quoted during the validity period.
 - EMD of the unsuccessful tender will be released within 30 days of award of contract.
3. **Technical qualification:**
 - a) The vehicles must be registered on or after 31.03.2019 for AC Category.
 - b) The bidder shall be the owner of the vehicle or he shall get undertaking enclose/upload an undertaking from the vehicle owner stating that vehicle will be let out to the bidder for the whole contract period.
 - c) **Proof of ownership** (bidder or vehicle owner) of vehicles such as; RC Book be uploaded in the e-portal.
 - d) The bidder should submit the PAN card copy.
 - e) The bidder should have minimum of 2 vehicles registered in his name or in the name of his firms.
 - f) Bidder should submit the last three years IT returns with turnover certificates.(2019-20,2020-21, 2021-22)
 - g) Bidder should have GST registration or should be produce Auditor certificate for not applicability to the applicant.
 - h) The copies of the said documents should be uploaded in the e-portal.

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4. Security Deposit / Performance Guarantee:

- The successful tenderer shall [upon intimation being given to him by the Mangaluru Smart City Limited (MSCL) for acceptance of his tender], furnish a Security Deposit for 5% of the "value of contract" in the form of DD / FDR/Bank Guarantee. The FDR shall be **valid till the closure of contract period plus one month.**
- The Security Deposit shall be refunded only on completion of the contract to the satisfaction of the MSCL. If MSCL incur any loss or damage on account of non-fulfillment of obligations under this contract, then such losses / damages incurred by MSCL shall be deducted from the Security Deposit. The amount so deducted / adjusted shall not be refunded to the tenderer.
- If the whole or a part of the Security Deposit is adjusted / attached by the MSCL 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 MSCL, the responsibility for which shall wholly rest with the tenderer.
- In the event of any upward revision in the value of the contract arising on Account of increase in the quantity handled the MSCL reserves the right to call for Additional Security deposit amount and Tenderer shall, on receiving intimation from the MSCL, increase the Security Deposit suitably as may be directed by the MSCL within 30 days.

5. General terms :

- The contract, if awarded may be extended for an additional term of one year on mutual consent.
- Tenderers are advised to persue all the clauses in this document before quoting.
- 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.
- Photo-copies of documents shall be accepted only after verification with the originals. The tenderer shall produce the originals for verification.
- 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.
- It is not binding on the MSCL to accept the lowest or any other tender.
- Managing Director, Mangaluru Smart City Limited, reserves the right to accept or reject any or Tenders without assigning any reasons thereof.

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

- Not in the prescribed form.
- Not properly signed by the tenderer.
- From any black listed firm or contractor.
- From the tenderer whose past performance is not satisfactory.

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- e) Not in conformity with the tender terms and conditions.
- f) Validity period less than specified in the Tender document.

7. a) Scope of work and obligations of tenderer:

The vehicles will normally be required for providing conveyance facilities to MSCL Officials to various places and also when necessary outside the limit of Mangaluru Smart City Limited as per directions of Managing Director/Authorized Officials by the MD, MSCL.

- a. The contractor shall not divert the vehicles for any other purpose other than MSCL.
- b. The Bidder are required to accept the suggestions/instructions/orders of MSCL which may be issued often
- c. If necessitated GPS will be fixed to the supplied Vehicles by successful bidder.
- d. For the reported and available officials, vehicle should be supplied.

b) Vehicle usage condition:

- (a) First pickup point will be defined as the point where the vehicles report for commencement of duty for the Officer/official and not the garage of the service provider or owner.
- (b) Last drop of 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.
- (c) 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.
- (d) 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.
- (e) No additional time period for reaching the pickup point and period of travel after dropping point shall be counted for service period.

8. Bid :

Tenders must be electronically submitted (online through internet) within the date and time published in e-procurement portal. The prices quoted by the bidders shall include all the costs / risks what-so-ever and all the taxes, levies, duties etc. of Government of Karnataka & Government of India, and all other incidentals. Please furnish break up details of quoted prices. Please note that the vehicle has to be deployed for all the days in a month including all Sundays and general holidays and during emergency day and night. Bids with unreasonable rates will be rejected.

9. Validity:

The rates offered shall be valid for acceptance for a period of 120 days from the date of receipt of the offer.

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10. Quantity:

The number of vehicles mentioned is tentative. It may vary as per the requirement. If additional vehicles are required during the period of contract, the agency has to provide the required number of vehicle at the rates accepted, according to the terms and conditions of the same contract. The intimation will be issued for the required no of vehicles.

11. Payment:

Payment shall be made after submitting the bills along with Logbook/Trip sheet or as directed by MSCL, after each calendar month and in case the vehicle is hired for a part of the month, pro-rate payment will be made.

12. Penalty :

The work assigned to the successful bidder shall be attended immediately without any delay in attending the work.

- 1) If there are three successive delays in reporting for duty / rotator / non compliance of regularities specified in the tender, will attract penalty equal to one day hire charges.
- 2) In the event of breakdown of the vehicle, the agency has to arrange a suitable alternative vehicle as the case may be. Failing which an amount equal to two times the quoted rate per day on pro rata basis will be deducted out of the bill amount or any amount available with MSCL as a penalty.

13. Agreement:

An agreement shall be executed by the successful tenderer, after receipt of LOA on a Pre-paid stamped duty paper worth of Rs.100/- obtained from scheduled banks, having purchased only in Karnataka before starting the work.

14. The Security deposit may be forfeited:

In case if complaints are received by the concerned officer oftenly about the performance the agreement will be canceled and the SD will be forfeited and also steps will be taken to put in black list.

15. Other terms and Conditions:

- I. 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.
- II. MSCL reserves the right to verify any information / documents furnished by the bidders, should the circumstances so warrant in the overall interest of the office. All valid documents like RC Book, Tax card, Permit card, Comprehensive insurance documents,

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- 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 MSCL.
- III. Please note here after any changes in the schedule will not be published through newspaper and further changes will be updated only on E-portal.
 - IV. The vehicle shall be made available on all the days including Sunday's and general holidays. During the period of contract should work for 10 hrs. During emergency period the vehicle should be available day and night.
 - V. Non-deployment of vehicle on any day will be viewed seriously and considered as violation of contract.
 - VI. GPS to be installed in all the vehicles allotted to MSCL by successful bidder.
 - VII. Vehicle should have valid registration with yellow number board and it should be covered under comprehensive Insurance throughout the contract period.
 - VIII. Message on a metallic board indicating 'VEHICLE ON HIRE TO MSCL' or as suggested by MSCL. Shall be displayed on the vehicle while on duty only.
 - IX. The successful tenderer has to provide the vehicles to MSCL on hire basis along with a suitably qualified and experienced driver with a valid transport driving license and wear uniform of stipulated color while on duty. The MSCL shall only pay the hire charges as agreed, and contractor has to bear all costs such as cost of HSD, Oil & Lubricants, repairs, replacement of spare parts, tyres, tubes, batteries, driver's wages / allowances applicable statutory payments such as EPF, ESI etc.
 - X. The service provider has to provide the vehicles to MSCL on Sunday's and General holidays and a night during emergency if required without any additional charges.
 - XI. The agency 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 MSCL officials.
 - XII. Agency / driver shall maintain the log book/trip sheet or as directed by MSCL, issued by MSCL and shall be got filled by the driver of the vehicle from the allotments and shall get the signature from the authorized officer every day. The completed log book/as directed by MSCL has to be surrendered to the Managing Director of MSCL.
 - XIII. The agency shall adhere to minimum wages act and other Government rules and statutory requirements in respect of the driver deputed with the vehicle.
 - XIV. If the agency 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 contractor.
 - XV. 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 SD 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.
 - XVI. The antecedents of the staff engaged by the agency for the work should be verified through local police or by any other Government Agencies and only suitable persons with

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- clean record should be engaged. The agency shall be responsible for the good conduct of his staff while on duty as well as off duty in Company premises and the staff shall present themselves as responsible persons at all times.
- XVII. The contract shall not grant any claims to the labour / driver engaged by the contractor for any appointment in MSCL either during the current contract or at any future date.
- XVIII. 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 agency / owner. The contractor himself will be responsible for the safety, watch and ward of the vehicle, MSCL will not take any responsibility for the same. The vehicles will be parked at the places as directed by the allotted divisions/offices or as directed by MSCL.
- XIX. MSCL reserves the right to terminate the contract at any time during the period of contract if the performance of the agency is not satisfactory.
- XX. The agency has to note that the vehicles provided will be under the overall control of MSCL, Mangaluru. MSCL will deploy / re-deploy the vehicle to any division / works as per the requirement. MSCL 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.
- XXI. Once the vehicles are reported to office, the vehicle drivers are bound to follow the instructions of the MSCL. He has to take officials to the places within Mangaluru city for official purposes as per the instructions given by the MSCL during the office hours & also when necessary to take officials to other out station places as per direction of MD, MSCL.
- XXII. MSCL 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.
- XXIII. The Agency 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. The MSCL shall not be liable for any claims arising out of use of vehicles. Besides all tortuous liability if any, shall be borne by the agency of the vehicles themselves.
- XXIV. The agency shall comply all statutory acts, Labour laws/Regulations/Motor Vehicle Act etc.
- XXV. In case, the vehicle is taken outside Mangaluru and halt at outstation, additional amount or driver Bata has to be borne by the agency itself. If needed the vehicle should be ready to travel the other parts of the state.
- XXVI. No vehicle should be taken out outside without the pre-permissions of the concerned officer/Bidder must agree for the suggestions/orders of the Mangaluru Smart City Limited, which may be given oftenly.
- XXVII. The Bidders should upload all relevant document of the vehicle duly examined by the RTO
- XXVIII. In case if complaints are received by the concerned officer oftenly about the performance the agreement will be canceled without giving any notice and the SD will be forfeited and also steps will be taken to put in black list.

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- XXIX. In case if the officer who use the vehicle goes on leave the concerned driver provided by the bidder should attend the office and should perform his duty as per the instructions given by MSCL or otherwise the rent of that day will be deducted from the bill.
- XXX. 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.
- XXXI. The drivers shall scrupulously follow instructions issued by the department. If and when the department finds deficiency with the driver (i.e., in his behavior, conduct etc) upon notice, the owner shall replace him with a substitute driver immediately. In such an event or any other event wherein the owner is liable to replace such of those drivers and if the owner fails to replace such a driver within a period of 7 (Seven) days notice, the vehicle provided with the driver on the hire shall be liable to be discontinued without prior notice.
- XXXII. The vehicles offered on hire shall be covered under relevant insurance policy.
- XXXIII. The department shall not be liable for any damages or losses caused to the cars hired and the driver, during the period of Agitations, Strikes, Accidents or any other reason.
- XXXIV. It shall be the sole responsibility of the owner of the vehicles 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.
- XXXV. It shall be the responsibility of the owner to produce at their own cost the drivers, cars both 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
- XXXVI. The owner shall deposit photocopies of the R.C.Book, Insurance Policy of the Car/ Cars in the vehicle under the custody of the driver of the vehicle while on duty.
- XXXVII. 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.
- XXXVIII. On receipt of the order the agency shall execute an agreement on the stamp paper of Rs.100/- The Contract will be valid for one year.
- XXXIX. If the vehicle has not been utilized by the officer for more than a week, the prorated amount will be deducted from the amount payable to the firm.
- XL. Any suit or proceedings arising in any respect under this contract shall be subject to Jurisdiction in law of courts in Mangaluru 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.
- XLI. 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 agency and shall be considered for incorporating the same while processing the offers for ordering.
- XLII. Office reserves the right to cancel the tender at any stage without assigning any reason.

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- XLIII. The Managing Director, MSCL decision in respect of matters relating to this tender is final and will be binding on the agency.
- XLIV. Senior Officer of the service provider should visit the office of the employer at least once a fortnight and check the working of their personnel and monitor their performance.
- XLV. The contract is awarded for a period of one year, however the contract may be foreclosed within the period as per the instructions of Managing Director, Mangaluru Smart City Limited .
- XLVI. If drivers provided by the service provider are found to be indulging in any undesirable or unfair activities in the office premises, the service provider will solely be responsible for all the consequences, apart from, liberty of the office to lodge a complaint before appropriate authorities.



Managing Director
Mangaluru Smart City Limited
Mangaluru *l.m.m.*

