



**WATERSHED DEVELOPMENT DEPARTMENT**

Office of the Commissioner, Watershed Development Department  
7<sup>th</sup> Floor, KHB Building, K.G.Road, Bengaluru-560009.  
Telephone No. 22100667

**PROCUREMENT OF SERVICE PROVIDER FOR  
PROVIDING VEHICLES ON DAILY AND MONTHLY BASIS WITH  
DRIVERS**

**Ref. No.ಜಅಇ/ಆಡಳಿತ-3/ವಿನಿ-1/ವಿವ-18/ವಾ.ಟೆ/2021-22,22-23**  
**(WDD/Admin-3/CW-1/SR-18/V.T/2021-22,22-23)**

**Purchaser: The Commissioner,  
Watershed Development Department  
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**SCHEDULE FOR PROCUREMENT OF SERVICE PROVIDER FOR  
PROVIDING VEHICLES ON DAILY AND MONTHLY BASIS WITH DRIVERS**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Schedule</b>
1	TENDER REFERENCE No.	ಜಲಇ/ಆಡಳಿತ-3/ವಿನಿ-1/ ವಿವ-18/ವಾ.ಟಿ/2021-22,22-23
2	DATE OF AVAILABILITY OF TENDER DOCUMENT IN E-PROCUREMENT PORTAL	08/07/2022
3	PRE-BID MEETING	13/07/2022 at 11:00 AM
4	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	18/07/2022 at 5:00 PM
5	TIME AND DATE OF OPENING OF TECHNICAL TENDERS	19/07/2022 at 5:15 PM
6	TIME AND DATE OF OPENING OF FINANCIAL TENDERS	25/07/2022 at 11:00 AM
6	PLACE OF OPENING OF TENDERS	Office of the Commissioner, Watershed Development Department, 7 <sup>th</sup> Floor, KHB Complex, Cauvery Bhavan, Bengaluru-560 009
7	ADDRESS FOR COMMUNICATION	Office of the Commissioner, Watershed Development Department, 7 <sup>th</sup> Floor, KHB Complex, Cauvery Bhavan, Bengaluru-560 009

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**sd/-**  
**(Dr. M.V. Venkatesh.)**  
Commissioner  
Watershed Development Department  
Bengaluru

## SECTION I: INVITATION FOR TENDERS (IFT)

IFT No.: ಜಲಇ/ಆಡಳಿತ-3/ಎನಿ-1/ಎವ-18/ವಾ.ಟಿ/2021-22.

Date: 08.07.2022

- 1) The Director, Watershed Development Department, Bengaluru invites tenders from eligible tenderers for Procurement of Service Provider for Providing Vehicles on Daily and Monthly Basis with Drivers listed below: as per the schedule of requirements specified in section V.
- 2) The tenderers may submit tenders for all category of the vehicles given above. Tenderers are advised to note the qualification criteria specified in **Section VII** to qualify for award of the contract.
- 3) Tender documents are available online and tenders are to be submitted through e-procurement portal only <http://eproc.karnataka.gov.in> from **08.07.2022 to 18.07.2022 at 5:00 PM**, for a non-refundable tender fee in the form as prescribed in the e-procurement portal. Interested tenderers may obtain further information at the same address. Bids submitted in any other manner will not be accepted. Service Providers are required to obtain **Level III Digital signature** from designated firms available on e-procurement Portal and then register with the Government of Karnataka e-procurement platform to submit bids by using their user ID and Digital Signature.
- 4) Tenders must be accompanied by EMD of the amount specified in the tender document and pay the same as per requirement specified in the eProcurement portal. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.
- 5) Tenderer may attend pre-bid meeting on **13.07.2022 at 11:00 AM** in the office of WDD.
- 6) Tenders along with necessary enclosures must be uploaded to <http://eproc.karnataka.gov.in> on or **before 18.07.2022 at 5:00 PM** and will be opened on **date 19.07.2022 at 5:15 PM**, in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
- 7) Other details can be seen in the tender documents.

sd/-  
(B.Y.Srinivas)

Director  
Watershed Development Department  
Bengaluru

## SECTION II: INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTION TO TENDERERS**

### **A. Introduction**

#### **1. Eligible Tenderers**

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide services for the preparation of the Performance Specifications, Qualification Information and Eligibility Criteria and other documents to be used for the procurement of the services to be purchased under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices (Section IX) issued by Government of Karnataka.
- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date which is one year from the date of contract. However, based on performance and Employer's need, contract may be extended for addition period agreed by both parties.

#### **2. Cost of Tendering:**

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender and The Commissioner, Watershed Development Department, Bengaluru here in after referred to as "the Employer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

### **B. The Tender Documents**

#### **3. Contents of Tender Documents**

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

Section-I	: Invitation for Tenders (IFT)
Section-II	: Instruction to Tenders (ITT)
Section-III	: General Conditions of Contract (GCC)
Section-IV	: Special Conditions of Contract (SCC)
Section-V	: Schedule of Requirements
Section-VI	: Performance Specifications
Section-VII	: Qualification Information and Eligibility Criteria
Section-VIII	: Tender Form and Price Schedule Activity
Section-IX	: Other Tender Forms
Section-X	: Contract Form and Performance Security Bank Guarantee Form

- 3.2 The Tender is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in rejection of its tender.

#### **4. Clarification of Tender Documents**

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by email at the Employer's mailing address indicated in the Invitation for Tenders. The Employer will respond in writing to any request for clarification of the tender documents which it receives no later than 10 days prior to the deadline for submission of tenders prescribed by the Employer. Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the e-procurement portal only.
- 4.2 The tenderer may attend pre-bid meeting scheduled on **date 13.07.2022 at 11:00 AM** in the office of Commissioner, WDD for clarification on tender documents if any. Any clarification after pre-bid meeting will not be entertained.

#### **5. Amendment of Tender Documents**

- 5.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by email or through e-procurement portal will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Employer, at its discretion, may extend the deadline for the submission of tenders.

### **C. Preparation of Tenders**

#### **6. Language of Tender**

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer, shall be written in *English language*. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the *English language* in which case, for purposes of interpretation of the Tender, the translation shall govern.

#### **7. Documents Constituting the Tender**

- 7.1 The tender prepared by the Tenderer shall comprise the following components and relevant documents shall be uploaded in the e-procurement portal:



- (a) A Tender Form and Price Schedule Activity (**Section-VIII**) completed in accordance with *ITT Clauses 8,9 and 10*;
- (b) Documentary evidence established in accordance with *ITT Clause 11* that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted (**Section-VII & IX**);
- (c) Documentary evidence established in accordance with *ITT Clause 12* that the services to be supplied by the Tenderer are eligible services and conform to the tender documents (**Section-VII& IX**); and
- (d) Documentary evidence for compliance to performance specifications provided in the **Section-VI**.

## **8. Tender Form**

- 8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be supplied, a brief description of the services, their country of origin, quantity and prices.

## **9. Tender Prices**

- 9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the services it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for all schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services and services specified under all schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.
- 9.2 Prices indicated on the Price Schedule activity shall be entered separately in the following manner:
  - (i) the price of the services, quoted, including all duties and GST already paid or payable along with cost of fuel, spares, repairs etc.
  - (ii) any Indian duties, GST which will be payable on the services if this Contract is awarded;
  - (iii) the price for transportation, insurance and other local costs incidental to delivery of the services to their final destination; and
  - (iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.
- 9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Employer and will not in any way limit the Employer's right to contract on any of the terms offered.
- 9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non- responsive and rejected, pursuant to ITT Clause 22.

## **10. Tender Currency**

10.1 Prices shall be quoted in **Indian Rupees (INR)**:

## **11. Documents Establishing Tenderer's Eligibility and Qualifications**

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Employers satisfaction:

(a) that the Tenderer has the financial and technical capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in. To this end, all tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in.

## **12. Documents Establishing Services' Eligibility and Conformity to Tender Documents**

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings and data, and shall consist of:

(a) a detailed description of the performance specification and qualification information and eligibility criteria **(Section-VI & Section-VII)** of the services;

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(a) above, the Tenderer shall note that standards for services, and references to performance specifications and qualification information and eligibility criteria are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, provided to the Employer's satisfaction that the substitutions ensure substantial equivalence to those designated in the performance specifications and qualification information/criteria.

## **13. Earnest Money Deposit**

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

- 13.2 The earnest money deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.
- 13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
- (a) be in the form as required by the e-procurement portal through tenders registered ID;
  - (b) be substantially in accordance with the form approved by the Employer prior to tender submission;
  - (c) be payable promptly upon written demand by the Employer in case any of the conditions listed in ITT Clause 13.7 are invoked;
  - (d) be submitted in its original form; copies will not be accepted; and
  - (e) remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.
- 13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Employer as non-responsive, pursuant to ITT Clause 22.
- 13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Employer, pursuant to ITT Clause 14.
- 13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.
- 13.7 The tender security may be forfeited:
- (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
  - (b) in case of a successful Tenderer, if the Tenderer fails:
    - (i) to sign the Contract in accordance with ITT Clause 30; or
    - (ii) to furnish performance security in accordance with ITT Clause 31.

#### **14. Period of Validity of Tenders**

- 14.1 Tenders shall remain valid for **180 days** after the deadline for submission of tenders prescribed by the Employer, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by email). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

## **15. Format and Signing of Tender**

- 15.1 The Service Provider shall obtain digital signature from the designated companies as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and password would be assigned by the system. The Service Provider shall submit/upload his quotation along with all requisite documents through e-procurement platform by using the user ID and digital signature. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons signing the bid.
- 15.2 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

## **D. Submission of Tenders**

### **16. Submission of Tenders**

- 16.1 The Service Provider shall upload the bid through the e-procurement platform. No other mode of submission is permitted.
- 16.2 The Service Provider shall submit in a sealed cover a copy of documents uploaded in the e-procurement portal along with original power of attorney and affidavit within 10 days after last date of submission of tender to office of the Commissioner.

### **17. Deadline for Submission of Tenders.**

- 17.1 Bids must be submitted/ uploaded by the Bidders no later than the date and time specified for the submission of bids through the e-procurement platform. The e-procurement platform will not accept the bids after the stipulated date and time (as per the e-procurement platform time).
- 17.2 The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

### **18. Late Tenders**

- 18.1 Any tender received by the Employer after the deadline for submission of tenders prescribed by the Employer, pursuant to ITT Clause 17, will be rejected.

### **19. Modification and Withdrawal of Tenders**

- 19.1 Bidders may modify or withdraw their bids by uploading in the e procurement portal before the deadline prescribed in ITB Clause 17.
- 19.2 The Tenderer's modification or withdrawal notice shall be uploaded through e-procurement portal by mention as "Addendum or Corrigendum," as appropriate in accordance with the provisions of ITT Clause 16.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.

- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

## **E. Tender Opening and Evaluation of Tenders**

### **20. Opening of Tenders by the Employer**

- 20.1 The Employer will open/unlock all tenders, in the presence of Tenderers' representatives who choose to attend in the office of WDD. The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Employer, the tenders shall be opened at the appointed time and location on the next working day.
- 20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at the time of tender opening.
- 20.3 Tenders that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 20.4 The Employer will prepare minutes of the tender opening.

### **21. Clarification of Tenders**

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

### **22. Preliminary Examination**

- 22.1 The Employer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization, shall be treated as non-responsive.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the provided does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- 22.3 The Employer may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Employer will determine the substantial responsiveness of each tender to the tender documents. For purposes of

these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30) and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 22.5 If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

### **23. Evaluation and Comparison of Tenders**

- 23.1 The Employer will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for both the packages together. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed to tender for all schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Employer in deciding award(s) for each schedule.

- 23.2 The Employer's evaluation of a tender will exclude and not take into account:

- (a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.
- (b) *Delivery Schedule:*
  - (i) The Employer requires that the services under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements.
- (c) *Deviation in Payment Schedule:*

The Special Conditions of Contract stipulate the payment schedule offered by the Employer. If a tender deviates from the schedule and if such deviation is considered acceptable to the Employer, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of percent per annum.
- (d) *Performance and Productivity of the Services:*
  - (i) Services offered shall have a minimum productivity specified under the relevant provisions in Performance Specifications & Qualification Information and Eligibility Criteria to be considered responsive.

### **24. Contacting the Employer**

- 24.1 Subject to ITT Clause 21, no Tenderer shall contact the Employer on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

- 24.2 Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

## **F. Award of Contract**

### **25. Post qualification**

- 25.1 In the absence of prequalification, the Employer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (a) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Employer deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Employer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### **26. Award Criteria**

- 26.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 1, and (b) qualified in accordance with the provisions of ITB Clause 1.
- 26.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

### **27. Employer's right to vary Quantities at Time of Award**

- 27.1 The Employer reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of services and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **28. Employers Right to Accept Any Tender and to Reject Any or All Tenders**

- 28.1 The Employer reserves the right to accept or reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

### **29. Letter of Acceptance.**

- 29.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email or facsimile confirmed by

registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (here in after and in the Contract called the "Contract Price").

29.2 The letter of acceptance will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Employer will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4 If, after letter of acceptance, a tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Tenderer.

### **30. Signing of Contract**

30.1 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 31.

### **31. Performance Security**

31.1 Within 21 days of the receipt of letter of acceptance from the Employer, the successful Tenderer shall furnish the performance security i.e. 5% of the contract price in accordance with the Conditions of Contract (GCC-6), in the Performance Security Form provided (**Section-X**) in the tender documents or in another form acceptable to the Employer.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.1 or ITT Clause 31.1 shall constitute sufficient grounds for the award and forfeiture of the earnest money deposit, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

### **32 Corrupt or Fraudulent Practices**

32.1 The Government requires that Tenderers/ Service Providers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set for as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-



competitive levels and to deprive the Government of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

### **33 Advance Payment**

33.1 The Employer will not provide any Advance Payment on the Contract Price as stipulated in the Conditions of Contract.

#### **Adjudicator**

33.2 The Employer proposes the person name later to be appointed as Adjudicator under the Contract, at an hourly fee or remuneration plus reimbursable expenses shall be paid under the provision of Arbitration and Conciliation act 1996. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

### SECTION III: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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## SECTION III – GENERAL CONDITIONS OF CONTRACT

### General Conditions of Contract

#### 1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Employer and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Services" means all the services, which the Service provider is required to supply to the Employer under the Contract;
- (d) "Services" means services ancillary to the supply of the Services, such as transportation and insurance, and other obligations of the Service Provider covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Employer" means the organization employing the Services, as named in SCC.
- (h) "The Employer's country" is the country named in SCC.
- (i) "The Service Provider" means the individual or firm supplying the Services and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

#### 2. Application

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

#### 3. Standards

3.1 The Services provided under this Contract shall conform to the standards mentioned in the Performance Specifications and Qualification Criteria, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Services' country of origin and such standards shall be the latest issued by the concerned institution.

#### 4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Service Provider shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Service Provider in performance of the

Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2 The Service Provider shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Service Provider's performance under the Contract if so required by the Employer.
- 4.4 The supplier shall permit the Government to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Government, if so required by the Government.

## **5. Patent Rights**

- 5.1 The Service Provider shall indemnify the Employer against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Services or any part thereof in India.

## **6. Performance Security**

- 6.1 Within 21 days of receipt of the notification of award, the Service Provider shall furnish Performance Security to the Employer for an amount of 5% of the Contract Value, valid up to 45 days after the date of completion of performance obligations including Warranty obligations.
- 6.2 The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
  - (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Employer; or
- 6.4 The Performance Security will be discharged by the Employer and returned to the Service Provider not later than **60 days** following the date of completion of the Service Provider's performance obligations, including any Warranty obligations. under the Contract.
- 6.5 In the event of any contract amendment, the Service Provider shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations.

## **7. Commencement and Completion of Contract**

- 7.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both parties.
- 7.2 Commencement of Services

- (a) Program: Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- (b) Starting Date: The Service Provider shall start carrying out the Services Seven (07) days after the date the Contract becomes effective.

7.3 Intended Completion Date: Unless terminated earlier pursuant to Clause 23, the Service as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay penalty as per contract Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

## **8. Obligations of the Service Provider**

8.1 The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

## **9. Delivery and Documents**

9.1 Delivery of the Services shall be made by the Service Provider in accordance with the terms specified by the Employer in the Letter of Acceptance. The details of shipping and/or other documents to be furnished by the provider are specified in SCC.

## **10. Insurance**

10.1 The Services provided under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of services at site, the insurance shall be obtained by the Service Provider in an amount equal to 110% of the value of the services from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

## **11. Transportation**

11.1 Where the Service provider is required under the Contract to transport the Services to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Service Provider, and the related cost shall be included in the Contract Price.

## **12. Incidental Services**

12.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

## **13. Applicable Law**

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

## **14. Payment**

- 14.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in the SCC.
- 14.2 The Service Provider's request(s) for payment shall be made to the Employer in writing, accompanied by an invoice describing, as appropriate, the Services provided and the Services performed, and by documents, submitted pursuant to GCC Clause9, and upon fulfilment of other obligations stipulated in the contract.
- 14.3 Payments shall be made promptly by the Employer but in no case later than sixty (60) days after submission of the invoice or claim by the Service Provider.
- 14.4 Payment shall be made in Indian Rupees.

## **15. Prices**

- 15.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

## **16. Change Orders**

- 16.1 The Employer may at any time, by written order given to the Service Provider pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Performance specifications
  - (b) The place of delivery; and/or
  - (c) The Services to be provided by the Service Provider.
- 16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Employer's change order.

## **17. Contract Amendments**

- 17.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **18. Assignment**

- 18.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Employer's prior written consent.

## **19. Subcontracts**

- 19.1 The Service Provider shall notify the Employer in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Service Provider from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.
- 19.2 Subcontracts must comply with the provisions of GCC Clause2.

## **20. Delays in the Service Provider's Performance**

- 20.1 Delivery of the Services and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the Employer in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Service Provider or its sub-contractor(s) should encounter conditions impeding timely Provide of the Services and performance of Services, the Service Provider shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Employer shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 20.3 Except as provided under GCC Clause 24, a delay by the Service Provider in the performance of its Provide Service obligations shall render the Service Provider liable to the imposition to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause21.2.

## **21. Liquidated Damages**

- 21.1 Subject to GCC Clause 24, if the Service Provider fails to deliver any or all of the Services or to perform the Services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to Rs. 1000/- per every default of the delayed Services or unperformed Services, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Employer may consider termination of the Contract pursuant to GCC Clause23.

## **22. Termination for Default**

- 22.1 The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
- (a) if the Service Provider fails to Provide Service any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause21; or
  - (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
  - (c) If the Service Provider, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:
    - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
    - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

22.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Services or Services similar to those Provided, and the Service Provider shall be liable to the Employer for any excess costs for such similar Services or Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

### **23. Force Majeure**

23.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Service Provider shall not be liable for forfeiture of its performance security 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.

23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions quarantine restrictions and freight embargoes.

23.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **24. Termination for Insolvency**

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

### **25. Termination for Convenience**

25.1 The Employer, by written notice sent to the Service Provider, 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 the Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Services that are complete and ready for shipment within 30 days after the Service Provider's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Services, the Employer may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or



- (b) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

## **26. Settlement of Disputes**

- 26.1 The Employer and the Service provide shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
  - 26.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.
  - 26.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 26.3 Not with standing any reference to arbitration herein,
  - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Employer shall pay the Service Provider any amount due the Service Provider.

## **27. Limitation of Liability**

- 27.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause5,
  - (a) the Service Provider shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential provided that this exclusion shall not apply to any obligation of the Service Provider to pay to the Employer; and
  - (b) the aggregate liability of the Service Provider to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the services.

## **28. Governing Language**

- 28.1 The contract shall be written in English language. Subject to GCC Clause 30, 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.

## **29. Notices**

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

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

## **30. Taxes and Duties**

32.1 Service Providers shall be entirely responsible for prevailing GST, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Services to the Employer.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

### 1. Definitions

(a) The Employer is The Commissioner, Watershed Development Department, Bengaluru

(b) The Service provider is.....

### 7.3 Commencement and completion of the contract

Provider shall complete the activities by the Intended Completion Date of Two year from the date of contract. However, based on the performance and employer need contract may be extended for another two terms.

### 9.1 Delivery and Documents

After the completion of service monthly / daily trip sheet in the format agreed by both.

### 10.1 Insurance

The risk and the coverage along with worker's compensation by insurance shall be the liability of supplier.

### 12.1 Incidental Services

As per performance specifications attached along with a contract.

### 15.1 Payment

- (i) *The Service Provider shall submit invoices in **triplicate** with a certificate of use and trip sheet by concerned personnel for the month before the tenth of the next month, separately for the monthly vehicles.*
- (ii) *The Service Provider shall submit invoices in **triplicate** with a certificate of use and trip sheet by concerned personnel within 3 days of completion of duty in respect of vehicles on daily basis.*

### 26. Settlement of Disputes

**26.2(a)** The jurisdiction for settlement of disputes shall be in the limits of courts of Bangalore City.

### 31 Notices

For the purpose of all notices, the following shall be the address of the Employer and Service Provider.

Employer: The Director, Watershed Development Department, 7<sup>th</sup> Floor, K.H.B. Complex, Cauvery Bhavan, Bengaluru-560 009.

Service Provider: (To be filled in at the time of Contract signature)

## SECTION V: SCHEDULE OF REQUIREMENTS

Sl. No.	Package Details	Type of Vehicles or the class mentioned	Unit	Approximate No. of vehicles required	EMD	Period of contract
1	Procurement of Service Provider for Providing Vehicles on Monthly Basis with Drivers	1. Hatch Back or Sedan like Tata Indica / Maruti Suzuki Swift / Etios / Swift Desire or Equivalent without A/C	No.	8(EIGHT)	Rs.67,200/- (Rupees Sixty Seven Thousand Two Hundred Only)	2 year from the date of signing of the Contract
		2. Hatch Back or Sedan like Tata Indica / Maruti Suzuki Swift / Etios / Swift Desire or Equivalent with A/C	No.			
2	Procurement of Service Provider for Providing Vehicles on Daily Basis with Drivers	1. Hatch Back or Sedan like Tata Indica / Maruti Suzuki Swift/ Etios / Swift Desire or Equivalent without A/C	No.	As and when required		
	Details	2. Hatch Back or Sedan like Tata Indica / Maruti Suzuki Swift/ Etios / Swift Desire or Equivalent with A/C	No.			
		3. MUV or SUV like Innova / Innova Crysta or Equivalent without A/C	No.			
		4. MUV or SUV like Innova or Innova crysta Equivalent with A/C	No.			

## SECTION VI - PERFORMANCE SPECIFICATIONS

Sl. No.	Performance Specifications	Compliance (Yes/No)
1	The Service Provider shall provide the vehicles which should not be older than <b>Five Years</b> as evidenced by the Certificate of Registration of the Vehicle	
2	The Service Provider shall furnish the Certificate of Registration, Insurance papers, Certificate of Emission and other connected papers for the vehicles to be deputed on monthly basis	
3	The vehicles deputed on monthly basis should be deployed on all working days and if need be on holidays depending on the exigencies of the work	
4	The Vehicles deputed by the Service Provider should have permits to operate in the whole of Karnataka	
5	The Service Provider shall provide licensed drivers with a minimum experience of <b>Two</b> years	
6	The Service provider shall ensure that the character and antecedents of the drivers have been verified by Police and other requisite officers and certificates have been obtained from them	
7	The Service Provider shall ensure that the Drivers are provided with uniform, Identification badge etc.	
8	The Drivers so deployed shall not be less than 21 years and not above 60 years	
9	<p>The Drivers deployed by the Service Provider shall:</p> <p>(a) Report on time as may be instructed from time to time by the concerned officers and officials of WDD;</p> <p>(b) Perform the duty assigned to them from time to time in a professional manner;</p> <p>(c) not indulge in any corruptive practices in discharging their duties and responsibilities;</p> <p>(d) conduct themselves with dignity and maintain the decorum of the Office;</p> <p>(e) be covered as per applicable laws and rules under the ESI, PF, Gratuity and Bonus;</p> <p>(f) be in the employment of the Service Provider only and not of the WDD. They will not have any claim what so ever in case of filling of regular posts, if any, by the WDD.</p> <p>(g) maintain a log book / trip sheet in the format agreed by WDD and obtain the signature of concerned officers every day.</p>	
10	The Service Provider shall be responsible to ensure maintenance of office decorum and discipline by the Drivers provided by him. In case of persistent	

	misbehaviour of any of the Driver the Service Provider shall provide a replacement on receipt of complaint by the Employer	
11	In case of a vehicle breakdown the agency shall immediately provide another vehicle in its place	
12	The Service Provider will solely be responsible for all consequences, if Drivers provided by him are found to be indulging in any undesirable or unfair activities in the office premises, apart from liberty of the Employer to lodge a complaint before appropriate authorities	
13	The Service Provider shall comply with all the requirements of the various applicable laws, Acts, Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate authorities with copy to the Employer for record. It will also be his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely be responsible for any damages, fines or other action due to failure or lapses of any of the Drivers deployed by the Service Provider in the performance of the duties assigned by the Employer	
14	The Service Provider shall ensure as far as possible the driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/ vehicle is required, prior intimation should be given to the user concerned	
15	The Service provider shall provide a substitute in case of absence / leave of the diver	
16	A representative of the Service Provider shall report at least once a quarter to discuss any issues	
17	The Service Provider is fully responsible for the fuel, wages of driver, repair and maintenance of the vehicles, uniforms for the driver, payment of any taxes, payment of fines etc. due to traffic violations, and no payments would be made by the Employer. However the Employer or his representative would be responsible for the toll charges, parking charges to be paid to the concerned authorities	
18	The Service Provider shall be fully responsible for all accidents, compensation payable or any other damages and indemnify the Employer of all legal and other actions; In case of accident or repairs to a vehicle which has been deputed on duty a replacement vehicle should be sent within one hour of intimation. If the Service provider fails to provide the vehicle as and when requested by WDD for one day or any such period, Rs. 1,167 + Tax , for non A.C vehicle and Rs. 1,333 + Tax for A.C vehicle per day will be deducted for that day.	
19	The Service Provider shall be responsible for pursuing all claim cases if any with the Insurance authorities and the Employer on his part will only provide any assistance to the extent possible	

20	The vehicles deputed on daily basis or monthly basis could be owned by the Service Provider for aggregated from other owners. However the Service Provider would be fully responsible as though the vehicles belong to him	
21	No advance payment on any account shall be made to the Drivers or Service Providers	
22	The Invoices in respect of vehicles deputed on daily basis should be submitted with all supporting documents and certification by the Officer/Officers using the vehicle within 3 days of completion of duty to enable timely payment.	
23	Rates once finalized will be fixed at least for a period of Two year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes	
24	The drivers shall keep his cars road worthy as per the provisions set out in the motor vehicle act 1988 and rules made there under from time to time by carrying out necessary maintenance and repairs at service provider cost. At all-time the car must possess fitness certificate issued by the competent authority.	
25	The cabs offered on hire shall be covered under relevant insurance policy.	
26	It shall be the responsibility of the owner to produce at their cost own cost the drivers, cars both before the court of law and the police authorities whenever required in case of accidents or any orders, contingencies of discretions of the judicial or executive authorities of any other incident as the case may be.	
27	If the officers using the vehicle is on leave, driver should report to the office around 10.00 AM to the vehicle section or officer in charge otherwise prorated amount will be deducted from the amount payable to the service provider.	

**Note:** All the items shall be duly filled and upload in the e-procurement portal. Incomplete submission of information and non-uploading of above documents may result in non-responsiveness of the bid which results to rejection of the Bid.



## SECTION VII: QUALIFICATION INFORMATION AND ELIGIBILITY CRITERIA

Upload all the following details with relevant documents in the e-procurement portal with respect to the Service Provider:

- 1) Name of Service Provider;
- 2) Place and date of registration;
- 3) The Service Provider shall be registered with competent authority i.e., Department of Transport, Tourism and/or other Government Agencies;
- 4) Principal place of business;
- 5) Nature of business, Give brief description;
- 6) Address, telephone number, Mobile number, e-mail address, website etc. of the organization and the authorized signatory;
- 7) Date of incorporation and or commencement of business;
- 8) State whether the bidder is an individual, partnership firm, registered society, private company or public company; (Attested copy of relevant document should be uploaded)
- 9) Attested copy of Power of attorney of the signatory of the Bid;
- 10) Attested copy of the Certificate of registration in the Commercial Tax department;
- 11) Attested copy of the registration in the GST Department;
- 12) Attested copy of the PAN, TAN and GST;
- 13) The Service Provider should have an annual turnover of not less than Rs.40 lakhs per annum during any one of the last three financial years' name 2019-20,2020-21 and 2021-22 (Attested copy of Chartered Accountant duly certified and audited Balance Sheet Profit & Loss Account)
- 14) The Service Provider has provided a minimum of any 8 (Eight) vehicles on monthly basis at one office or to various offices in Karnataka (In Govt./PSU/Pvt.) in the last three financial years 2019-20,2020-21 and 2021-22 and also list details of work under way or committed, including expected completion date in the following format;

Year	Name of assignment	Name of employer and contact person	Type and Number of Vehicles Provided	Value of contract (Rs)	Date of commencement of contract	Date of completion/ expected date of completion	Remarks
1	2	3	4	5	6	7	8
2021-22							
2020-21							
2019-20							

**Note:** The bidder should upload all the information supported by documents as required above completely. Incomplete submission of information and non-uploading of all the supporting documents may result in non-responsive and rejection of the Bid.

## SECTION VIII: TENDER FORM

Date:.....

IFT No:.....

TO:

The Commissioner  
Watershed Development Department  
7<sup>th</sup> Floor, KHB Complex  
Cauvery Bhavan  
Bangalore - 560009

Dear Sir / Madam,

We, the undersigned, offer to provide the Services of providing the vehicles for both the packages 1 and 2 in accordance with the delivery schedule specified in the Schedule of Requirement.

If our Quotation is accepted, we will furnish Performance Security equivalent to FIVE percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Quotation for the validity period specified in ITB Clause 9 of the Bid document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have uploaded the following information's and Documents.

- 1.
- 2.
- 3.

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

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

---

(Signature of the Service Provider)

Note: This Form is to be completed and signed by the bidder and uploaded on the e-procurement portal.

## PRICE SCHEDULE ACTIVITY

**(The Price activity schedule is only for reference; price should upload in e-Procurement Portal only and no other mode)**

**PACKAGE 1:** Vehicles on monthly basis to Office of the Commissioner, Watershed Development, Bengaluru.

Sl. No	Description of Item	Unit	Quantity (Estimated)	Rate in Figures / unit(Rs)	Rate in words / unit (Rs)	Total Amount
1	2	3	4	5	6	7(4*5)
1	Hatch Back or Sedan like Tata Indica / Maruti Suzuki Swift / Etios / Swift Desire / Equivalent with A/C					
	Monthly 2,500 Kms or 300 hours	No's	8 Nos			
	Per Km after 2,500 kms	Kms				
	Per hour after 300 hours					
<b>Total Per Month</b>						

**Date:**

**(Signature of the Bidder)**

**Note:** The Maximum rate and kilometre to be quoted, is specified below (as per the Govt. rates):

Sl. No.	Particulars	Rates for Non AC vehicle (Rs.)	Rates for AC vehicle (Rs.)
1	Monthly 2,500 Kms or 300 hours	Rs 35,000/- + Taxes	Rs 40,000/- + Taxes
2	Per Km after 2,500 kms	Rs 10/- + Taxes	Rs 12/- + Taxes
3	Per hour after 300 hours	Rs 100/- + Taxes	Rs 150/- + Taxes

**PACKAGE 2: - Vehicles on Call basis as and when required**

Sl. No	Description of Item	Particulars	Units	Rate per unit in figures (Rs)	Rate per unit in words (Rs)	Total Amount
1	2	3	4	6	7	8 (5*6)
1	Hatch Back or Sedan like Tata Indica / Maruti Suzuki Swift/ Etios / Swift Desire / Equivalent without A/C	10 hours or 100 kms per day	Nos			
		Rate for extra hours (Local)	Kms			
		Rate per kms (Min. 300 kms per day) (Out station)	Kms			
		Bata per day for outstation.	day			
2	Hatch Back or Sedan like Tata Indica / Maruti Suzuki Swift/ Etios / Swift Desire / Equivalent with A/C	10 hours or 100 kms per day	Nos			
		Rate for extra hours (Local)	Kms			
		Rate per kms (Min. 300 kms per day) (Out station)	Kms			
		Bata per day for outstation.	day			
3	MUV or SUV like Innova / Innova Crysta/ Ertiga / Creta / Equivalent without A/C	10 hours or 100 kms per day	Nos			
		Rate for extra hours (Local)	Kms			
		Rate per kms (Min. 300 kms per day) (Out station)	Kms			
		Bata per day for outstation.	day			
4	MUV or SUV like Innova / Innova Crysta/ Ertiga / Creta / Equivalent with A/C	10 hours or 100 kms per day	Nos			
		Rate for extra hours (Local)	Kms			
		Rate per kms (Min. 300 kms per day) (Out station)	Kms			
		Bata per day for outstation.	day			
5	Airport	Pick up and Drop up	Nos			

**Note for the bidders:**

- The estimated quantities are very approximate and could vary considerably depending on the activities of the Department.
- The bidders should quote for both the packages and for all the items without fail; for the items, where rates are not quoted, rate will be considered as zero (o).
- In case of discrepancy between the rates quoted in figures and words the rate in words will prevail. In case of discrepancy in the amount, the rate will prevail and the amount would be computed accordingly.

## SECTION IX: OTHER TENDER FORMS

### A. POWER OF ATTORNEY

(On Rs. 200/- stamp paper)

Date: .....

To:

The Commissioner  
Watershed Development Department  
7<sup>th</sup> Floor, K.H.B. Complex  
Cauvery Bhavan  
Bengaluru-560 009

Sir,

I / We, ..... Authorized to represent M/s. ....(Name and full address of registered office) do hereby authorize Mr. / Ms..... to sign and submit the bid against your IFT [ title and reference number of the Invitation for Bids ]. All the terms and conditions including undertakings submitted by him / her are binding on us.

*For and on behalf of M/s.....  
Authorised Signatory*

*(Signature)*

*Name:.....*

*Designation:.....*

**Note: This Form is to be completed and uploaded on the e-procurement portal.**

**B. AFFIDAVIT :**

**(On Rs. 200/- stamp paper)**

To:

The Commissioner  
Watershed Development Department  
7<sup>th</sup> Floor, K.H.B. Complex  
Cauvery Bhavan  
Bengaluru-560 009

I / We, ..... Who is / are Authorized to sign and submit the bid against your IFB [title and reference number of the Invitation for Bids ] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
  - ii. any of our personnel, representatives, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
  - iii. indemnify and compensate the Employer from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
  - iv. our firm / company, M/s. .... are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.
2. If we are found contravening this undertaking even after award of contract in our favor or anyone else, we accept disciplinary action by the Employer/tenderer including rejection of our bid, annulment of contract and blacklisting.

Authorized signatory for the bidder

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: This Form is to be completed and uploaded on the e-procurement portal.**

**C. Letter of Acceptance**

(Letter head of Employer)

No.

Date:

To:

[Name and address of the Service Provider]

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

Dear Sirs:

This is to notify that your bid dated ..... for providing the vehicles to the WDD has been accepted by us.

You are hereby requested to furnish performance security within 21 days, of Rs.....in the form of bank guaranty drawn on any Nationalized/Scheduled Bank in favor of The Commissioner, Watershed Development Department valid till 45 days after the end of contract period of ONE years.

On furnishing of the Security deposit as above, you are requested to sign the Agreement and proceed with the work as per terms and conditions.

Failure to submit the performance security and/or signing the Agreement may result in cancellation of the award and forfeiture of the EMD as per terms of the contract.

Yours faithfully

Authorized Signatory

Name and designation of the Signatory.

**Note: This Form is for the information of the Bidder and is not to be completed and uploaded on the e-procurement portal.**

## SECTION X: CONTRACT FORM AND PERFORMANCE SECURITY BANK GUARANTEE FORM

### A. CONTRACT FORM

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

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

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule activity form submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Performance Specifications, Qualification Information and Eligibility Criteria;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Employer's Letter of Acceptance.
  - (g) the performance security bank guarantee.
3. In consideration of the payments to be made by the Employer to the Service Provider as here in after mentioned, the Service Provider hereby covenants with the Employer to provide the services and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service Provider in consideration of the provision of the services and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the services and services which shall be supplied/provided by the Service Provider are as under:



SL.	BRIEF	QUANTITY TO	UNIT	Total	DELIVERY TERMS
NO.	DESCRIPTION OF SERVICES& SERVICES	BE SUPPLIED	PRICE	Price	
<hr/>					
<hr/>					

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

said .....(For the Employer)

in the presence of:.....

Signed, Sealed and Delivered by the

said .....(For the Service Provider)

in the presence of:.....

## PERFORMANCE SECURITY BANK GUARANTEE FORM

To: \_\_\_\_\_ (Name of Employer)

**WHEREAS** \_\_\_\_\_ (Name of Service Provider)

hereinafter called "the Service Provider" has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 20 \_\_\_\_\_ to supply \_\_\_\_\_ (Description of Services and Services) hereinafter called "the Contract".

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

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

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

This guarantee is valid until the ..... day of ..... 20.....

Signature and Seal of Guarantors

.....

.....

.....

Date..... 20....

Address:.....

.....

.....

## TOTAL AMOUNT INVOLVED IN THE TENDER

	<b>Non AC vehicle</b>	<b>AC vehicle</b>
Total No. of Vehicle Required	8 Nos	8 Nos
Amount per Vehicle per Month	35,000/- + Tax	40,000/- + Tax
Total Amount for 8 vehicle per Month	2,80,000/- + Tax	3,20,000/- + Tax
Total Amount for 8 vehicle per Annum	33,60,000/- + Tax	38,40,000/- + Tax