# SRI VENKATESWARA BHAKTI CHANNEL, TIRUPATI

e-Tendering STANDARD BID DOCUMENT

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# SRI VENKATESWARA BHAKTI CHANNEL

# **NOTICE INVITING TENDERS (NIT)**

2    Circle    1    SVBC      3    NIT NUMBER    1    SVBC/004/Hiring of Vehicles/Admn/24      4    NAME OF THE WORK    Hiring of 6-numbers of TATA Sumo / Chevrolet Tavera or equivalent vehicles (year of model: 2013 and above)      4    NAME OF THE WORK    1    Hurnbers of Sedan /Hatchback vehicles (waruth Swift Dzire/ Toyota Etios or equivalent (year of model: 2016 and above)      5    ESTIMATED CONTRACT VALUE    1    L1 value of the bid      6    PERIOD OF THE CONTRACT    1    Two years (24 months) -Extendable for one more year based on satisfactory performance of the agency and on mutual consent      7    FORM OF CONTRACT    1    Item wise      8    BIDDING TYPE    2    e-tender      9    BID CALL NO:    1    1 <sup>e</sup> call      10    TYPE OF TENDER    2    Open tender      11    Transaction fee payable to the MD    Will be generated while bidding and accordingly the bidder has to pay      12    PROCESSING FEE    2       13    PROCESSING FEE DD PAYABLE TO    1      14    EMD/BID SECURITY (Accepted only scanned D.D)    1    Transaction fee payable to the MD is facour of Executive officer, TTD, Tirupati (Any other mode of payment will be rejected		DEPARTMENT NAME	:	Sri Venkateswara Bhakti Channel
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# SRI VENKATESWARA BHAKTI CHANNEL, TIRUPATI

### ELIGIBILITY CRITERIA

The tenderer should fulfil the following eligibility criteria to participate in the tender:

- a. Certificate of 3 years' experience in the operation of light vehicles.
- b. Registration Certificate of not less than 5 taxi / Maxi Cabs owned by the tenderer/ contractor.
- c. EMD paid through online in favour of the Executive Officer, T.T.D for
  ₹.50,000/- (Rupees Fifty Thousand only)
- d. The tenderer should furnish copy of Permanent Account Number (PAN) and GST registration certificate.
- e. The contractor has to submit Income Tax Returns / balance sheets certified by the Chartered Accountant for the last 3 years financial years i.e. 2021-22, 2022-23 & 2023-24 (enclosed certificates).
- f. The firm has to submit declaration duly stating that they have not been black-listed in the past by any institution/ organization on non-judicial stamp paper.

#### 3.0 INSTRUCTION TO TENDERERS

- 3.1 Procedure for Bid Submission:
- 3.1.1 The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at www.apeprocurement.gov.in by following the procedure given below. The bidder would be required to register on the eprocurement market place www.apeprocurement.gov.in or https://tender.apeprocurement.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in AP e-procurement platform.
- 3.1.2 The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc. in the online standard formats displayed in **ap eprocurement website**. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
- 3.1.3 Registration with e-Procurement platform: For registration and online bid submission bidders may contact HELP DESK of M/s APTS, www.ape-Procurement.gov.in or <u>https://tender.apeprocurement.gov.in</u>.
- 3.1.4 Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

For obtaining Digital Signature Certificate, you may please Contact: Project Manager (eProcurement), IT, E & C Department, Room No: 232, First Floor, Block - IV, IGC, AP Secretariat, Velagapudi - 522503, AP. Phone No: +91 863-2444670, eMail ID: pm\_eproc\_itc@ap.gov.in, pa2pm\_eproc\_itc@ap.gov.in

#### (OR)

You may please Contact Registration Authorities of any Certifying Authorities in India. The list of CAs is available by clicking the link "https://tender.apeprocurement.gov.in/DigitalCertificate/signature.html".

#### 3.1.5 Hard copies:

- All the bidders shall invariably upload the scanned copies of EMD payment in e-Procurement system and this will be the primary requirement to consider the bid.
- ii) The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, EMD payment details in the e-Procurement system and open the price bids of the responsive bidders.
- iii) The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents, EMD payment details prior to entering into agreement.

- iv) The successful bidder shall invariably furnish the original Certificates/Documents of the uploaded scan copies to the Tender Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within the stipulated date. The department will not take any responsibility for any delay in receipt/non-receipt of original Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuineness of the payment details towards EMD and all other certificates/documents uploaded by the bidder in e-Procurement system, in support of the qualification criteria before concluding the agreement.
- 3.1.6. Deactivation of Bidders vide GO. Ms. No. 174 -I&CAD dated: 1-9-2008 If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, EMD payment details within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy.

#### 3.1.7 **Payment of Transaction Fee:**

It is mandatory for all the participant bidders from 1<sup>st</sup> January 2006 to electronically pay a Non-refundable Transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006.

- 3.1.8 **Corpus Fund:** As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV up to Rs.50 crores and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-Procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10 lakhs.
- 3.1.9 Now, collection of e-procurement fund through DDS is being dispensed. The successful bidder/L1 bidder has to pay the e-Procurement fund (Corpus fund i.e., 0.04%) through online like payment of transaction fee. The successful bidder/L1 bidder has to submit necessary documents to the TIA towards payment of e-procurement fund (Corpus fund i.e., 0.04%) before entering in to agreement.

3.1.10 **Tender Document:** The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority from time to time in the AP e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

- 3.1.11 **Bid Submission Acknowledgement:** The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and M/s APTS is not responsible for incomplete bid submission by users.
- 3.1.12 Submission of Tenders offline is not considered and will be summarily rejected.
- 3.1.13 If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the firm will be suspended for one year with all the Departments in A.P in respect of conventional tenders also vide G.O. Ms. No. 259 of T, R&B (R.V) dept., dt. 6.9.2008.

#### GENERAL INSTRUCTIONS

3.2

Name of work: - Hiring of Ten (10) number's of Vehicles i.e. 4- no's of -Sedan /Hatchback model (Maruthi Swift Dzire/ Toyota Etios, or equivalent) and 6- no's of -TATA Sumo/ Chevrolet Tavera or equivalent to SVBC for the transport needs for SVBC programs on a Monthly Hire Basis.

Estimated Contract Value Put to Tender	- ₹.L1 value of the bid
Period of contract	- Two Years (24 Months)

3.2.1 The Chief Executive Officer, S.V.Bhakti Channel, Tirupati invites tenders for the above service i.e. Hiring of Ten (10) number's of Vehicles i.e. 4-no's of -Sedan /Hatchback model (Maruthi Swift Dzire/ Toyota Etios, or equivalent) and 6- no's of - TATA Sumo/ Chevrolet Tavera or equivalent. Vide Adv No: Roc.no.SVBC/004/ Hiring of Vehicles/ Admin/TPT/24, dt.03.01.2025 Online bids from eligible Tenderers shall submit bids online on www.apeprocurement.gov.in before the date and time stipulated in Notice Inviting Tender [NIT].

The Online bids will be opened by the office of GM (Transport), TTD on behalf of Chief Executive Offer, SVBC at their office, on the dates mentioned in NIT. If the office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in SVBC Website.

3.2.2 The Tenderer shall furnish all the documents proofs as specified in Check-List.

#### 3.2.1 Qualification / Disqualification of the Tenderer:-

- 3.2.1.1 The Tenderer must fulfil the eligibility criteria prescribed in the tender with all the supporting documents as per the eligibility criteria. If tenderer fails to produce documentary evidences of the eligibility criteria, the Tenderer will be disqualified.
- 3.2.1.2 Even though the Tenderers fulfil the qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have
- a. Furnished false / fabricated particulars in the forms, statements and annexures submitted in proof of the qualification requirements and / or
- b. Not turned up for entering into agreement, when called upon.

c. If the rates quoted by a Tenderer is found to be either abnormally high or obtained contract due to unethical practices adopted at the time of tendering process.

#### 3.2.2 One Tender per Tenderer:-

Each Tenderer shall submit only one Tender for the service. A Tenderer who submits more than one tender will cause Dis-Qualification of all tenders submitted by the Tenderer.

#### 3.3 TENDER DOCUMENT

#### 3.3.1 Contents of Tender Document

One Set of Tender Document comprises of the following: Notice Inviting Tender (NIT)

Eligibility Criteria

Instructions of Tenderers

Produce for bid submission

**General Instructions** 

**Tender Document** 

**Preparation of Tenders** 

Submission of Tenders

Tender Opening and Evaluation

Award of Contract

GENERAL TERMS AND CONDITIONS OF CONTRACT

COMMERCIAL CONDITIONS OF CONTRACFT

SCOPE OF SERVICE

ANNEXURE

Annexure -1:- Checklist to Accompany the Tender

Annexure -2-:-Experience Certificate (At Least Three Years)

(To be obtained from the client / To whom supply was made)

SCHEDULE –A (Price Bid)

### 3.2.2 Clarification on Tender Documents:

A Prospective Tenderer requiring any clarification on Tender Document may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification, received through post.

#### 3.3.2.1 Amendment to Tender Documents

- **3.3.2.2** Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
- **3.3.2.3** Any addendum / amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in the website of SVBC.
- **3.3.2.4** To give prospective Tenderers responsible time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

#### 3.4 PREPARATION OF TENDERS:-

#### 3.4.1 Language of the Tender:

All documents relating to the tender shall be in the English Language Only.

- 3.4..2 Bid Officer :
- **3.4.2.1** Price bid with details of service items to be quoted accompany the Tender document as Schedule –A. Schedule-A contains the items of service to be quoted and the rates quoted by the contractor shall be applicable to the items modified. The contractor shall not include any conditions and alter the format of schedule –A while quoting. The contractor shall provide the service at the quoted rates and variable.
- 3.4.2.2 All duties, taxes and other levies payable by the contractor as per state / central government rates shall be included in the quoted rate by the Tenderer except GST.

#### 3.4.3 Validity of Tenders:

- **3.4.3.1** Tenders shall remain valid for a period of not less than 03 Months from the last date for receipt of Tender specified in NIT.
- **3.4.3.2** During the above mentioned period, no plea by the Tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- **3.4.3.3.** In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his tender, but will be required to extend the Validity of his E.M.D for a period of the extension.

### 3.4.4 EARNEST MONEY DEPOSIT

**3.4.4.1** The Earnest Money Deposited by the successful Tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender

### 3.4.4.2 The EMD shall be forfeited

- a. In the case of a successful Tenderer, if he fails to sign the agreement for whatever the reason.
- b. On withdrawal of tender by successful bidder.
- c. Fails to submit the originals of scanned and uploaded documents with in the defined time as mentioned in the supply order.

# 3.4.4 SUBMISSION OF TENDER

The Tenderer shall invariably ensure that all the documents confirming to the eligibility criteria are submitted. The submitted documents / copies should be legible so as to view properly. If the submitted documents are not visible, it will be treated as non-submission of the record and tender will not be considered.

#### 3.4.5 Last date / time for submission of the Tenders

Tenderers must submit the tender not later than the date and time specified in NIT. The CEO, SVBC may extend the dates for issue and receipt of Tenders by issuing an amendments in which case all rights and obligations of the CEO, SVBC and the Tenderers will remain same as previously.

#### NOTE: OFFLINE SUBMISSION OF TENDERS WILL NOT BE CONSIDERED AND ANY CONDITIONAL TENDER WILL NOT BE ACCEPTED

#### 3.5 TENDER OPENING AND EVALUATION

#### 3.5.1 Tender Opening

- 3.5.6.1 The Tender Opening authority shall open the bids on the stipulated date and time of opening specified in NIT.
- 3.5.6.2 Tenders which are not in accordance with the specification mentioned shall be rejected.

# 3.5.2 PRICE BID OPENING

- a. At the specified date time, the price bids will be opened by the tender receiving authority and the result shall be displayed on the e market place which can be seen by all the bidders who participated in the tenders within a day.
- b. Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender Document. In case of any discrepancy of non adherence of the conditions, the tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender accepting authority on tenders shall be final.
- c. The financial bids of those who were qualified in technical evaluation only will be opened.

#### 3.6.1 Evaluation and Comparison of Price Bids

The Committee will evaluate and compare the price bids of all the qualified Tenderers.

# 3.6.2 Tender Process to be confidential

- a. Information relating to the examination, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of tenders or award decision may result in the rejection of his tender.
- b. No Tenderer shall contact the CEO, SVBC or any authority concerned with finalisation of tenders on any matter relating to its tender from 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 CEO, SVBC, it should be done in writing.
- c. Tenders will be finalised by the CEO, SVBC according to the powers vested with him.
- d. Before recommending /accepting the tender, the tender recommending /accepting authority shall verify the correctness of certificates submitted to meet the eligibly criteria. The authenticated agreements of previous works executed by the lowest Tenderer shall be called for.

# 3.7 AWARD OF CONTRACT

# 3.7.1 Award Criteria

- a. The contractor/ tenderer is selected and contract is awarded as per the approval of competent authority based on recommendation of the committee.
- b. The Tender accepting authority reserves the right to accept or reject any tender or all tenders and to cancel the tendering process, at any time prior to the award of contract, without there by incurring any liability to the affected Tenderer or Tendererers of the reasons for such action.

# 3.7.2 NOTIFICATON OF AWARD AND SIGNING OF AGREEMENT

- a. The Tenderer whose tender has been accepted will be notified of the award of the service by the Chief Executive Officer, SVBC, prior to expiration of the tender validity period by registered letter. This letter (herein after and in the condition of contract called "Letter of Acceptance") will indicate the sum that Sri Venkateswara Bhakti Channel will pay the Contractor in consideration of complete scope of service by the contractor as prescribed by the Contract (hereinafter and in the contract Amount").
- b. When a tender is to be accepted the concerned Tenderer shall attend the office of the CEO, SVBC, Tirupati concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the CEO, SVBC, Tirupati, of acceptance of his tender, the Tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of **Demand Draft or unconditional and irrevocable Bank Guarantee obtained from a Nationalized / Scheduled Bank with a prescribed validity period,** and sign an agreement in the form prescribed by the department for the due fulfilment of the contract. Failure to attend the CEO, SVBC, Tirupati on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited.

- **c.** The written agreement to be entered into between the contractor and the SVBC shall be the foundation of the rights and obligation of both the parties and the contract shall not be deemed to the complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on the behalf of SVBC.
- **d.** The successful tenderer has to sign an agreement within period of 15 Days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiture the EMD, paid by him without issuing any further notice and action will be initiated for black listing the Tenderer.
- e. The successful tenderer should execute an agreement on non –judicial stamp paper being purchased by the Tenderer as per prevailing rates under the stamp act agreeing to all the condition of the contract. If the successful Tenderer fails to execute the agreement within the time specified or withdraw the tender after the intimation of the acceptance of his tender by SVBC or he is unable to undertake the contract due to any other reason, his contract will be cancelled and his EMD shall be forfeited.

#### f. <u>The successful bidder shall submit the GST Registration</u> <u>Certificate at the time of conclusion of agreement.</u>

# 3.7.3 Corrupt or Fraudulent Practices

**3.7.3.1** SVBC defines for the purposes of the provision, the terms set forth below as follows:-

- (i) "Corrupt Practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a SVBC official.
- (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence this subject work or the execution of a contract to the detriment of S.V.Bhakti Channel and includes collusive practice among Tenderer (Prior to or offer Tender Submission) designed to established in Tender Prices at artificial noncompetitive levels and to deprive S.V.B.C of the benefits of free and open competition.
- (iii) 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.
- (iv) Will blacklist / or debar a firm, either indefinitely or for a stated period of time if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing SVBC Contract.

#### 4. GENERAL TERMS AND CONDITIONS OF CONTRACT

# 4.1 GENERAL

4.1.1 Tenderer is required to sign the declaration on tender forms, indicating date and affixing the rubber stamp with the designation or status enjoyed by the signatory in the firm, and the same signatory shall be required to execute agreement under his signature only. The signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. In case of change of the person of the signatory, it is bound on the Tenderer to inform the changes to SVBC.

- 4.1.2 If the earnest Money Deposit is not submitted, the tender shall not be considered for acceptance and will be out rightly rejected.
- 4.1.3 Letter towards authorized signatory to sign and submit the bid in the case of an association
- 4.1.4 SUB-CONTRACTING: The Contract awarded should be executed by the successful bidder only and sub-contract is not permitted.
- 4.1.5 If the tenderer, in the opinion of SVBC, fails or neglects to be comply with any of the term and conditions of the contract or with any order issued thereon in such a case, the SVBC shall without prejudice to any other right or remedies under this contract, be entitled to cancel the contract by giving a notice in writing to the tenderer without being liable to pay any compensation for such cancellation.
- 4.1.6 Tenderers submitting tenders are deemed to have considered and accepted all the terms and conditions. No enquiries, Verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- 4.1.7 SVBC reserves the terminate/ amend / modify the contract without assigning any reason or advance notice to the tenderer. Similarly, the terms of the tender may be amended/ modified by SVBC, if necessary to ensure competitiveness and quality of service.
- 4.1.8 SVBC will not hold any risk and responsibility for non –visibility of the documents submitted.
- 4.1.9 The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation.

#### 4.2 TENDER PRICES:

- 4.2.1 The Tender should quote most competitive rate as there will be no negotiations. The quoted rate is final and once accepted, no enhancement of price will be allowed. Tenderer shall not withdraw from contract.
- 4.2.2 SVBC is not authorized to issue Form "C" or "D".
- 4.2.3 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 in the tender form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its EMD.
- 4.2.4 SVBC, Tirupati does not bind itself to accept the lowest offer or tender for any specific item or all items and reserves to itself the right to accept or reject any tender or all tenders without assigning any reason thereof.
- 4.2.5 SVBC, Tirupati reserves the right to cancel the tender for any or all items at any stage without assigning any reason thereof.
- 4.2.6 The rates entered in contract schedules shall be for complete scope of work in all respects inclusive of all taxes / charges whichever applicable.

# 4.3 INSURANCE & LIABILITIES:-

4.3.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the contract are the responsibility of the Contractor.

- 4.3.2 The Contractor shall agree to and accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the central, state or local authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of or by reason of the work provided for by this contract whether by employees of the contract or by third person or any central government, state government or local authority for the following Act(s) and liabilities.
  - 1. Employees State Insurance Act.
  - 2. Workmen Compensation & Employers Liability Insurance
  - 3. Any other insurance required under law or regulations.
  - 4. Accident or injury to workmen
  - 5. Damages to clients property or to any person or any third party.
- 4.3.3 The Contractor shall indemnify and keep SVBC harmless of all claims, damage or compensation payable at law in respect or in consequences of any accident or damages arising under or by reason of this agreement or execution of contract.
- 4.4 The Tender shall indemnify and hold harmless against any / and claims, demands and / or judgments of any nature brought against SVBC arising out of the contract. The obligation under this paragraph shall service even after the termination of this contract.

# 4.5 ACTON WHERE NO SPECIFICATON:-

In case of any class of specification or class of service of which there is no mention in the specification or in terms and conditions, such specification shall be carried out in accordance with the instructions and requirement of SVBC.

- 4.6 In the event of any breach of agreement at any time by the contractor, the contract will be terminated by the concerned officer, SVBC, Tirupati without any compensation payable to the contractor. The Contract may also be put to an end at any time by the officer concerned, SVBC, Tirupati on giving (7) Seven Days notice to the contractor. Further any dispute arising will be subject to the jurisdiction of Tirupati Only.
- 4.7 Further, it is to specifically be accepted by the Tenderer when the Tenderer files the offer before SVBC that the acceptance or rejection of SVBC or methodology adopted by SVBC in short –listing the agencies / Firms for the supply shall not become a cause of action or ground for the tenderer to initiate any legal action before any Court or Courts of law for obtaining any order, Injection, direction etc..., from the Hon'ble court or courts to stall the proceedings in Sri Venkateswara Bhakti Channel.
- 4.8 It is specifically accepted by the Tender / Contractor that no employee of the Tenderer / Contractor shall under no circumstances be treated or deemed to be an "Employee" of SVBC and SVBC shall not have or be asked to or expected to accept or accepted any responsibility or liabilities as an "Employer" to any of the employees of the Tenderer / Contractor for the reason of making any payment continuously or extending any facility under this contract.

# 4.9 ARBITRATION:-

- a. Sri Venkateswara Bhakti Channel and contractor shall make every effort to resolve amicably by direct informal negotiations in disagreement or dispute arising between them in connection with the contract.
- b. In case of a dispute / difference arising between SVBC and contractor relating to any matter arising out of or connected with this contract, such dispute or

difference shall be referred to the venue of arbitration at place from where the contract is signed i.e jurisdiction of Tirupati courts only.

- NOTICE:- Any notice by one party to the other pursuant to the contract shall be sent in writing or by e-mail and confirmed in writing to the address specified for the purpose in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
  - 4.10 SVBC's RIGHT :-

In the case of failure by the firm to perform qualitative and effective service, the concerned officer or any other officer authorized by him shall have the powers to reject such service and to utilize the service from any other firm and excess of cost so incurred by the concerned officer, SVBC, over the contract price together with all charges and expenses attached to the service contract shall be recoverable by the concerned officer, SVBC, from the contractor EMD s / Security deposits available with SVBC.

# 4.11 FORCE MAJEURE :

Any delay in or failure of performance of either party here to shall not constitute default here under or give to any claims for damages if and to the extent such delays or failure of performance is caused by occurrence such as Acts of God or the public enemy; expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Governmental authority, acts of way, rebellion or sabotage or damage resulting there from, fires, floods, explosion, riots or illegal strikes (not of the tenderer's staff). The Contractor shall keep record of the circumstances referred to above which are responsible for causing delays in the completion of work and bring these to the notice of the TTD.

# 5. COMMERCIAL:-

- 5.1.1 No Payment shall be made in advance
- 5.1.2 Payment will be made once in month by the CEO, SVBC Tirupati based on the claims received along with log sheets from the contractor, duly signed by the officer concerned.
- 5.1.3 The CEO, SVBC Tirupati shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned is prescribed para.
- 5.1.4 The term "Payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and security Deposit governed by the separate clauses of the contract.

#### 5.2 DEDUCTIONS:-

- 5.2.1 Payments shall be subject to deductions of any amount for which the contractor is liable under the agreement against this contract.
- 5.2.2 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provision of the contract, or Contract Conditions etc.., such un authorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with Sri Venkateswara Bhakti Channel or at any time thereafter from the deposits available with SVBC.

#### 5.3 TERMINATION FOR DEFAULT:-

- 5.3.1 SVBC may, without prejudice to any other remedy for branch of contracts, by written notice of default, sent to the Tenderer, terminate his contract in whole or in part if
  - a. The Contractor / Service provider fails to perform any other obligations under contract.
  - The Contractor /Service provider does not remedy his failure within a guarantee period after receipt of the default notice from SVBC.
- 5.3.2 The SVBC reserves the right to charge penalty as decided by the Chief Executive Officer or withhold payment for any unsatisfactory quality in service provided by the contractor without prejudice to its other rights. In this regard, the decision of the Chief Executive Officer is final. The contractor is further liable to reimburse / compensate SVBC or third party for any loss, damage etc., caused or arisen out of the negligence, or breach of contract.
- 5.3.3 If the Tenderer, in the opinion of SVBC, fails or neglects to comply with any of the terms and conditions of the contract or with any orders issued, then in such a case, SVBC shall without prejudice to any other right or remedies under this contract has a right and be entitled to cancel the contract by giving a notice in writing to the contractor without being liable to pay any compensation for such cancellation.

#### 5.4 BREACH OF AGREEMENT CONDITIONS :

- 5.4.1 In the event of any breach of agreement at any time by the contractor, the contract will be terminated by the concerned officer SVBC, Tirupati without any compensation to the contractor. The contract may also be put to an end at any time by the officer concerned, SVBC, Tirupati on giving (7) seven days notice to the contractor. Further any dispute arising will be subjected to the jurisdiction of Tirupati only.
- 5.4.2 For breach of any of the Tender Condition, the Security deposits are liable to the forfeited duly blacklisting the firm. Further non performance of any of the contract provision to the satisfaction of SVBC will disqualify the Tenderer to participate in the tender for the next three years.
- 5.4.3 The Contract or any part, shares or interest of the contract is not to be transferred or assigned by the contractor directly or indirectly to any person whomsoever.

#### 5.5 SPEICAL CONDITIONS FOR INCOME TAX AND GST:-

- 5.5.1 During the currency of the contract deduction of Income Tax at 2.00 % will be applicable. The rate at which such tax is payable will be deducted from the running bills of the vendor as per the instructions issued by the Government from time to time.
- 5.5.2 The successful bidder shall submit the GST registration certificate at the time of conclusion of agreement.

#### 6. SCOPE OF SERVICES:-

- 6.1 The successful Tenderer shall supply the required type of Ten (10) number's of Vehicles i.e. 4- no's of -Sedan /Hatchback model (Maruthi Swift Dzire/ Toyota Etios, or equivalent) and 6- no's of TATA Sumo/ Chevrolet Tavera or equivalent, Operation up to 2500 Kms per month and for 12 Hours of Operation in a day as indented by the Chief Executive Officer, SVBC for a period of two years on monthly hire basis.
- 6.2 One contractor is selected based on total number of L1 quotes for hire tariff and L1 quote for Additional KMs.
- 6.3 The selected contractor shall supply the vehicles at L1 hire tariff and L1 for Additional KM in all categories of vehicles i.e the contractor shall agree for the rate matrix prepared with L1 hire tariff and L1 for Additional KM.
- 6.4 Any contractor selected as per clause 6.2 which declines the offer will have to forgo EMD. The next contractor in the order L1,L2,L3.....L∞ will be selected.
- 6.5 The Vehicles supplied by the contractor shall report at SVBC and KMs of utilization is arrived taking SVBC Office as the starting and ending point. Hence, the local travel agencies, preferably with in 15 Kms radius from SVBC Office, Tirupati are requested to participate in the tender.
- 6.6 The successful L1 Tenderer shall enter in to an agreement with SVBC duly paying total Security deposit of 7.5% of Contract value (including EMD) by way of DD In favour of Chief Executive Officer, SVBC, Tirupati or unconditional and irrevocable Bank Guarantee obtained from a Nationalized / Scheduled Bank with a prescribed validity period.
- 6.7 The successful Tenderer, if failed to supply the vehicles within fifteen days (15) from the date of confirmation of the contract, is liable for rejection of the tender and the EMD will be forfeited.
- 6.8 The contract is valid for a period of Two years from the date commencement of the contract and is extendable for one more year basing on the satisfactory performance of the agency and on mutual consent.
- 6.9 The contractor shall supply the vehicles as indented by the CEO, SVBC.
- 6.10 The vehicles which are registered as taxies shall only be hired.
- 6.11 The vehicle supplied shall be in good mechanical condition and in its appearance. The speedometer of vehicle shall be in working condition. All relevant documents pertaining to driver and vehicle shall be available with the driver.
- 6.12 In case of accident / Breakdown of supplied vehicle, the alternative arrangements shall be made within one hour. The time / Kms wasted due to accident / breakdown shall not be considered for calculation of hire charges.
- 6.13 Log sheets shall be properly maintained by the driver and shall get it attested by the staff utilizing the vehicle for official purpose.
- 6.14 The Payment shall be arranged once in a month based on the claims received along with log sheets from contractor.
- 6.15 The rate quoted by the contractor shall be exclusive of GST.

- 6.16 The GST shall be paid by SVBC based on the claim / receipts submitted by the Tenderer as per applicable tax rules in vogue and announced from time to time by the Government.
- 6.17 The Toll Fee, Parking Charges, Interstate permit fee is reimbursed on production of valid receipts attested by the concerned officer.
- 6.18 The entire cost of operation i.e Maintenance charges, the wages and batta of the driver, M.V.Tax, Insurance etc.., of the vehicle shall be borne by the contractor.
- 6.19 The contractor is solely responsible for the payment of minimum wages for the driver as per rules applicable from time to time.
- 6.20 The vehicle shall be made available on all days in a month and the hirer is allowed to withdraw his vehicle for not more than 02 days in a month for scheduled maintenance, with prior intimation to the concerned duly making alternate arrangement for the period of maintenance. If the agency fails to do so, proportionate amount for number of days, the vehicle is not supplied is recovered from the payable hire charge.
- 6.21 If the vehicle is sent outstation or night halts then an amount of ₹ 200/- shall be paid by SVBC to the driver towards batta and proper log sheets should be submitted in this regard.
- 6.22 The Tenderer shall replace the driver / vehicle immediately on the complaint by officials of SVBC on the Driving Skills / behaviour of the driver / condition of the vehicle.
- 6.23 The hirer shall not permitted, to write anything on the vehicle, except sticker 'On SVBC Duty' on the top right corner of the wind screen glass.
- 6.24 The entire responsibility lies with the contractor to make payment of compensation in case of any untoward / un-desirable incident happen and loss life of the driver and user officials / persons took place in the contract period. All the legal disputes in medico legal cases shall be attended and settled by the contractor only.

#### 6.25 DURATION OF THE CONTRACT:-

This Contract comes into effect from the date of agreement / date of receipt of awarding the contract as specified for a period of Two Years and is extendable for one more year basing on the satisfactory performance of the agency and on mutual consent.

#### 6.26 PRICE BID FINALISATON:-

The selected contractor shall supply the vehicles at L-1 hire tariff and for Additional KM i.e. the contractor shall agree for the rate matrix prepared with L1 hire tariff and L1 for extra Kms.

#### 6.27 <u>PENALTY:</u>

6.28.1 In case of vehicle breakdown, it shall be rectified / alternative vehicle shall be arranged with in a period of 01 Hrs. if the vehicle is not rectified / supplied in the stipulated time, a penalty of ₹1,000/- (Rupees One Thousands Only) per day is imposed on the contractor.

#### 7. JURISDCTION & ARBITRATION CLAUSE :-

7.1 Any dispute arising out of this contract shall be referred to the sole Arbitrator nominated by the SVBC and he shall dispose of the same as per the provision of arbitration and cancellation Act, 1996 and amendments made to it from time to time. The place of arbitration proceedings shall be at Tirupati, Tirupati District, Andhra Pradesh. The Arbitrator's fee and other expenses shall be borne by both parties equally.

The Courts at Tirupati, Tirupati District, Andhra Pradesh shall have Jurisdiction to entertain any dispute arising out of this contract.

# **QUALIFICATIONS INFORMATION**

# 8. <u>ANNEXURES:-</u>

# ANNEXURE-I: CHECKLIST TO ACOMPANY THE TENDER

S.No	Description	Remarks
01	Certificate of 3 years' experience in the operation of light vehicles	Yes / No
02	Registration Certificate of not less than 5 taxi / Maxi Cabs owned by the tenderer/ contractor.	Yes / No
03	EMD paid through online in favour of the Executive Officer, T.T.D for ₹.50,000/- (Rupees Fifty Thousand only)	Yes / No
04	The tenderer should furnish copy of Permanent Account Number (PAN) and GST registration certificate.	Yes / No
05	The contractor has to submit Income Tax Returns / balance sheets certified by the Chartered Accountant for the last 3 years financial years i.e. 2021-22, 2022- 23 & 2023-24 (enclosed certificates).	Yes / No
06	The firm has to submit declaration duly stating that they have not been black-listed in the past by any institution/ organization on non-judicial stamp paper.	Yes / No

#### ANNEXURE –II

#### Experience Certificate (At Least Three Years)

#### (To be obtained from the client / to whom supply was made)

This is to certify that M/s..... has supplied the four

wheeler vehicles satisfactorily as detailed below"

Srl No.	Four Wheeler Vehicles	To whom supply made	Supplied Period

Name of the Client

#### Signature of the Client with seal

Note :- <u>The Bidders should upload soft copies of the above experience certificate without</u> which technical evaluation will not be done.

# SRI VENKATESWARA BHAKTI CHANNEL, TIRUPATI

# 9. SCHEDULE "A" (PRICE BID)

Name of work:

Hiring of (Four) No. Cab (Maruthi Swift Dzire/Toyota Etios, or equivalent) and (Six) No SUV { TATA SUMO/ Chevrolet Tavera or equivalent } - Vehicle on Monthly Hire basis for SVBC

Name of the Bidder /Firm:

# GST No

Note :-

	SI.No	Type of Vehicle	Quantity	UOM	Rate per month / Vehicle	Rate per Additional KMs
Γ	01	Maruthi Swift	04	Per		
		Dzire/Toyota Etios,	Vehicle	vehicle		
		or equivalent		/month		
	02	TATA SUMO/	06	Per		
		Chevrolet Tavera or	Vehicle	vehicle		
		equivalent		/month		

- 1. The rate quote is excluding of GST and other indirect taxes.
- 2. The vehicle should be operated upto 2500 KMs per month and for 12 hours of operation in a day.
- 3. The Tenderer, for the sake of uniform comparison, should not add any condition and such of those applications, which stipulate any condition, are liable for rejection.
- 4. One contractor is selected based on total number of L1 quotes for hire tariff and L1 quote for additional KMs.
- 5. The selected contractor shall supply the vehicles at L1 hire tariff and L1 FOR ADDITIONAL KMs i.e the contractor shall agree for the rate matrix prepared with L1 tariff per month and per Additional KMs.

Place : Date: EMD amount of ₹ 50,000/-DD No...... / dt.....

> Signature of the tenderer with full address (To be signed by an authorized signatory with full address of the tenderer)

Phone No: e-mail id:

#### DECLARATION

Name of the Tenderer Address of the Tenderer

(To be filled in by the Tenderer)

I / We hereby agree to abide all the terms and conditions of the contract. I/ We do hereby agree that I/We shall keep my / our offer open for a period of Ninety days from the Date of opening of the tender or from the date of negotiations whichever is later or for the extended period as desired by SVBC in addition to the period of Ninety Days mentioned above in the event of my / our offer being accepted. I /We shall abide by and give my /our acceptance to the above terms and conditions (SI No.01 To 07) which are this service contract governing and shall executive an agreement in the prescribed form in the event of my / our offer being accepted by SVBC.

Yours Faithfully Signature of the tenderer with full address (To be signed by an authorized signatory with full address of the tenderer)

# SRI VENKATESWARA BHAKTI CHANNEL, TIRUPATI e-Tender Notice

#### NIT No. SVBC/004/Hiring of Vehicles/Admn/24

e-Tenders were invited for hiring different type of passenger four-wheeler vehicles to SVBC on monthly hire basis to cater to the transport needs of SVBC. Tender documents can be downloaded by login to <u>https://tender.apeprocurement.gov.in</u>. For further details contact on phone No. 0877-2264419 / 0877-2264032 on office working days.

BID DOCUMENT DOWNLOADING START DATE	:	0.7/02/2025 from 11:00 AM
BID DOCUMENT DOWNLOADING END DATE	:	2.7.102/2.02 Sup to .01.00.P.M
LAST DATE AND TIME FOR RECIEPT OF BIDS	:	27.102/2025up to (23.00.PM)

Chief Executive Officer S.V.BHAKTI CHANNEL

Tender ID No.