

Notice Inviting Tender

Tender No. KEMDEL/HIRING CAR/2021-22/300

15.03.2022

Sealed quotations are invited from Vehicle Owners/Government Agencies/Tour Operators for **Hiring of one No. of AC Car with valid Taxi Permit (MG Hector/Tata Harrier/Hyundai Creta/Hyundai Alcazar/Kia Seltos/Maruthi Ertiga/Mahindra Marazzo or Equivalent: Model 2019 or latest) for the official use of Kerala State Mineral development Corporation Limited** (hereafter "company") for a period of Six months in prescribed format. The Tender Form can be had from the office of the undersigned between 9.00 a.m and 4.00 p.m on all working days except Saturdays on remitting the Tender Form cost. Tender document can also be downloaded from our website www.kemdel.in and shall submit the Tender along with DD against the Tender Form cost & EMD in favour of Kerala State Mineral development Corporation Limited payable at Thiruvananthapuram. The bids will be opened at the date and time given below in the presence of the tenderers present at that time.

The tender shall be enclosed in an envelope, sealed and superscribed with "**Tender No. & Date, Due Date and the Name of Work**". The same shall then be forwarded to the "**Managing Director, Kerala State Mineral development Corporation Limited, The Retreat, T.C.26/954, Pattom Palace P O, Plammodu, Thiruvananthapuram-695004**".

Name of work: "Hiring of one No. of AC Car with valid Taxi Permit (MG Hector/Tata Harrier/Hyundai Creta/Hyundai Alcazar/Kia Seltos/Maruthi Ertiga/Mahindra Marazzo or Equivalent : Model 2019 or latest) for the official use of Kerala State Mineral development Corporation Limited.

Tender Form Cost : Rs.900/- plus GST 18% (Total Rs.1,062/-)

Earnest Money Deposit (EMD) : Rs.11,850/- (Refundable)

Due Date & Time : 25.03.2022 15:00 Hrs.

Bid Opening Date & Time : 25.03.2022 16:00 Hrs.

**for KERALA STATE MINERAL DEVELOPMENT
CORPORATION LIMITED**

Managing Director(KEMDEL)

Encl: Tender Document & Proforma

Signature of the Tenderer:

**KERALA STATE MINERAL DEVELOPMENT
CORPORATION LIMITED**

(A Govt of Kerala Undertaking)

THIRUVANANTHAPURAM-4

www.kemdel.in

e mail : kemdeltvm@gmail.com

Ph. 0471 2305010

**Tender for Hiring of One No. AC Car for the Official Use of
KEMDEL**

Tender No. KEMDEL/HIRING CAR/2021-22/300

15.03.2022

Tenders are invited from vehicle owners/Government Agencies/Tour Operators for for **Hiring of one No. of AC Car with valid Taxi Permit (MG Hector/Tata Harrier/Hyundai Creta/Hyundai Alcazar/Kia Seltos/Maruthi Ertiga/Mahindra Marazzo or Equivalent : Model 2019 or latest) for the official use of Kerala State Mineral development Corporation Limited** (hereafter “company”) for a period of Six Months as per the terms and conditions given below:

Pre Qualification Criteria:

The Bidders fulfilling the following criteria are eligible to participate in the Tender.

- I. The Bidder should have their registered office in Thiruvananthapuram.
- II. The Bidder must have valid PAN, GST Registration and copies of the documents should be enclosed along with the Tender.
- III. The Bidder must have valid car Insurance policy.

TERMS AND CONDITIONS

1. The car should be available from 7.00 a.m to 8 p.m on all working days. The car should be made available for operation before and after the above timings and also on Sundays and Holidays, if requires, as per the instruction from the Officer - in - charge of Vehicles in KEMDEL.
2. **Only persons with Own Vehicle /Govt. Agencies/Tour Operators/Other Agencies shall participate in the tender.**

3. In case the Company requires any additional operations, the vehicle shall be spared and remuneration will be paid on agreed rate of operations beyond 2500km.
4. The car shall be used for conveying locally purchased item or goods as and when required.
5. In case the vehicle requires breakdown repair en route, the contractor shall make alternative arrangements for providing conveyance to the company officials at contractors own cost.
6. The car should be used exclusively for KEMDEL. The car should display company name board in English and Malayalam and also display "A State Govt. Undertaking" in the board, while on duty. The letters should be in white colour in light blue background.
7. The car should be 2019 model or the latest. Models before 2019 will not be acceptable. The model name, year of manufacture and Model No. of the car offered by the bidder should be specified in the **clause 8** of the terms and conditions of this tender. Change in model will not be allowed during the period of contract.
- 8. Model name, Model No. and year of manufacture of the car offered by the bidder:**
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9. The car should have all tyres new.
10. The car should have valid documents of Registration, Insurance, Permit, Tax paid, PUC etc. and the copies of the same should be submitted along with the tender and the originals of the same should be produced at the time of finalization of the tender for verification.
11. The Registration certificate, Insurance certificate, tax paid should kept in the car during the time of operation for the inspection of inspecting authorities.
12. The contractor shall take comprehensive insurance coverage (unlimited) including third party liability at contractors cost and produce the policy certificate before Company authorities for verification. The policy shall be renewed by the contractor on due date at contractors cost and submit the same before company authorities for verification.
13. The driver engaged for the operations of the car should have valid driving license, badge and uniform.
14. The driver engaged should follow the prevailing rules and regulations of the company including the safety regulations specified by the Safety Department of the Company. KEMDEL will not be responsible for any mishap.
15. The contractor/driver should strictly adhere to the Safety Rules prevailing in the company failing which penalty are decided will be imposed. It is entirely the contractor's responsibility to provide all safety equipment wherever necessary to their workmen. The Company is in no way responsible for any injury, disability or death of contractor's workmen due to non-compliance of safety regulations. . Any misconduct from the part of the driver will be viewed seriously by the Company and in such cases the contractor is liable to change the driver, if Company insists.
16. The driver engaged for the operation for the car should have a mobile phone (not smart phone) and the number of the mobile phone and the name of the driver should be intimated to the Officer in charge of vehicles in the company. The mobile phone shall be in use during the operating time. However smart phones will not be allowed in the Company and the rules in the Company in this regard shall be obeyed by the driver.
17. The driver should be trained, well conversant with roads & routes of Thiruvananthapuram City and adjacent areas as well as having good eye-sight, devoid of bad habits and with proper uniform for driving the vehicles. The driver should observe all etiquette and protocol while performing the duty and shall be neatly dressed. The driver should always remain with the

vehicle during entire period of duty. In case of any urgency, the driver may seek permission from the concerned officers.

18. The vehicle and the driver should not be changed unless asked by the Company.
19. The contractor should maintain in the car a log book issued by the Company and all travel details should be recorded in the log book.
20. The contractor should keep the vehicle clean and totally dust free while on duty. The cleaning of the vehicle must be done outside the company premises.
21. The bidder shall quote Lump sum rate for operating the car from 7.00 am to 8.00 pm on all working days for a distance of 2500 kilo meters per month. In the case of total running kilometer per month is less than 2500 kilometers, the remaining kilometers should be carried over to coming months in a block of six months. The bidder shall also quote the rate per additional kilometers above the fixed distance of 15000 kms. in the six months block period.
22. The rate quoted shall include cost of fuel, oil, maintenance of the car, salary of the driver, insurance, tax, waiting charges, and any other incidental expense connected with the operation of the car. No additional Bata is allowed.
23. The bidder has no authority to change the driver and vehicle frequently. However, in most unavoidable circumstances, if the driver or vehicle is to be changed, prior sanction may be obtained from the Officer-in-charge.
24. If the change of vehicle is permitted, the proof of ownership in case of own vehicle and in case of Leased / Hold vehicles, a Power of Attorney / Affidavit on stamp paper authorizing the bidder to use the vehicle for hiring should be submitted within a week.
25. The rate quoted shall be exclusive of GST and the % of GST applicable should be mentioned at the space provided in the price pro forma. If the bidder is below the threshold limit of GST that should be clearly mentioned at the space provided for GST. No subsequent claim will be entertained.
26. The tender must be firm for a period of three months from the date of opening of the tender or till the tender is decided, whichever is earlier during which period the bidder will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the Earnest Money Deposit (EMD) and also result in the tenderer being made liable for the losses and damages sustained by the company in rearranging the work.
27. The rate quoted shall be firm for a period from the time of opening of price bid and till the finalization of contract (Min 90 days). The rate quoted shall be firm and fixed during the tenure of the contract period. However a proportionate change in rate will be made according to the increase / decrease in fuel price as per the formula prevailing in the Company.
28. If the bidder is participating in the tender with a hold/leased vehicle, a power of attorney/affidavit on stamp paper in original authorizing the bidder to use the vehicle for hiring should be submitted along with the tender.
29. Formula for proportionate change in the rate:

Let the total Km of the month is 2500 kilometers	
Diesel requirement @ 15km. per litre	$2500/15 = 166.67$ litre
Let Increase/ decrease in diesel price be Rs.2/- per litre.	
Variation in Diesel price	$Rs. (2500/15) \times 2 = Rs.333/-$
New rate	Existing rate +/- 333
In the case of additional kilometers new rate	Existing rate +/- (variation/ 15 km)

30. The payment for the service will be paid monthly basis on production of bill and the log. The log should be authorized by the Officer –in – charge of vehicle section.
31. Company shall not be responsible for any Toll Tax, fine charged by Police or other agencies, parking, losses, damages, any accident of the vehicle or to any other vehicles or for the injury to the driver or any other third party. All such expenses on this account shall be borne by the bidder and there will be no reimbursement from the company in this regard.
32. The contract period is six months from the date of issue of Work Order. The contractor is liable to extend the service up to the finalization of the next tender at the existing work order rate or the rate finalized in the new tender, whichever is the lower, for a period of three months.
33. If it becomes necessary to replace or renew or repair any defective portion/portions of the vehicle, the contractor shall done it at the earliest at contractors cost and no extra pay will be made for it. If it is not done within reasonable time and if company feels that the defect is harmful to safe journey of company officials, company shall have the right to instruct the contractor to replace the vehicle with another vehicle of good condition and same model. If still the contractor is not obeying the same, it shall considered as breach of contract and Company shall have the right to terminate the contract on 24 hours notice period and Company will make alternative arrangements at the risk and cost of the contractor.
34. Company shall have the right to terminate the contract on 24 hours Notice period, with or without assigning any reason.
35. Company will not be liable to pay any damages / compensation in the case of any accident causing injury/ death of any person including the employees engaged by the contractor.
36. Company will not be liable to pay damages occurred to the vehicle of the contractor or any third party, in the case of any accident.
37. The vehicle should be kept with sufficient stock of fuel, however, in case of any exigency, if any, the officer of the company as required to pay for refueling, the contractor shall reimburse the bill immediately to the concerned officer.
38. The bidder will be responsible for maintenance and up-keeping of the said vehicle on his own account and no extra charges will be payable by the Company.
39. The bidder shall not sublet/sub-contract/transfer/assign the contract or any part of the contract in any manner to any person during the currency of the agreement.
40. Evaluation of the tender will be based on the documents submitted by the bidder.
41. Conditional Tenders are not acceptable.
42. KEMDEL reserves the right to accept/reject any of the tender after evaluation with or without assigning any reason no matter whether a bidder has quoted the lowest rate. All questions/disputes arising out of or in connection with this shall be decided by the Managing Director of the Company and his decision thereof shall be final and binding to all bidders.
43. KEMDEL shall be at liberty to cancel the contract forthwith at any time under the following conditions.
 - A. If the successful bidder shall commit a breach of any of the conditions stipulated in the contract and fail to remedy such breach within four days of the receipt of the written notice from KEMDEL in this regard.
 - B. In the event of KEMDEL cancelling the contract, KEMDEL shall not be liable to pay for any loss or compensation in respect of such cancellation, whatsoever.**
 - C. Even though a tenderer may satisfy the PQ requirements, he would still be liable to “disqualification” if he has:

- i. Made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required in the pre-qualification documents.
- ii. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses, etc.
- iii. Does not possess sufficient manpower, equipment or resources as may be required for the satisfactory completion of the work now tendered.
- iv. Indulges in any sort of canvassing/influencing.

D. After award of the contract, should it appear to the company that:

- a. The successful tenderer is not executing the order in accordance with the contract,
- b. The successful tenderer is not adhering to the phased programme as agreed to or that successful Tenderer is not proceeding fast enough to ensure the completion of the work by the time stipulated in the order of that such time has already expired,
- c. The successful Tenderer has failed to carry out the reasonable instruction of the authorized representatives of the Company, and
- d. The successful Tenderer has committed any other breach of the contract, the company may at the expense of the successful Tenderer and without prejudice to any other right of the company,
- e. Perform itself such portion of the work as the successful tender has failed to execute,
- f. Take the order wholly or in part from the successful tenderers hands and re-contract to any other person(s) or cancel the order.

The company shall not be liable for any loss to the successful Tenderer as a result of such action of the company. The successful Tenderer shall indemnify the company against all losses/damages suffered by the company and all liabilities imposed on the company as a result of default of the successful Tenderer. The decision of the company in this regard shall be final and binding on the successful Tenderer.

44. The tenders received will be opened at 4.00 p.m on **25.03.2022** in the presence of those bidders who are present at that time.
45. The tenderer should remit the Earnest Money Deposit (EMD) mentioned in this document in Demand Draft in favour of "Kerala State Mineral development Corporation Limited" and the DD should be enclosed along with the tender. Other modes of remittance will not be accepted. Tenders not accompanied the proof of remittance of EMD will be rejected. The EMD is refundable on finalization of the tender and will not carry any interest.
46. The bidder can obtain Tender Form from this office on remittance of cost of tender form applicable to this tender as per the tender notice as cash/DD in favour of "Kerala

State Mineral Development Corporation Limited” and submitting the same. Proof of the Remittance of Tender form shall be submitted along with the tender. Tenders not accompanied the proof of remittance oftender cost will be rejected.

47. **Security Deposit:** The successful tenderer shall provide a Security Deposit equal to 5% of the contract value within 15 days from the date of issue of work order for the due performance of the contract. The EMD of the successful tenderer shall be adjusted against the Security Deposit. Balance amount, if any, shall be remitted by means of a Demand Draft payable at Thiruvananthapuram or as Bank Guarantee from Nationalised Bank/Scheduled Bank of India. The Security deposit shall not bear any interest and shall be released only after successful completion of all contractual obligations of contract.
48. **Liquidated damages:** In case of any delay in the execution of the Order beyond the stipulated date of work schedule including any extension permitted in writing, the KEMDEL reserves right to recover from the contractor a sum equivalent to 0.5% of the total value of the delay for each week of delay and part thereof subject to a maximum of 10% of the total value of the Order. Alternatively, the Company reserves the right to execute the work from elsewhere at the sole risk and cost of the contractor and recover all such extra cost incurred by the company in execution of work by the above procedure.
49. **Agreement:** The successful bidder shall execute a performance agreement on Stamp paper worth Rs. 200/- as per Performa provided by the company, if the total contract value exceeds Rs.1,00,000/-.
50. The successful bidder, before awarding the Work Order, should produce the vehicle for inspection before the officer-in-charge.
51. If any irregularity or fraudulent behavior is noticed on part of the contractor / his agents / representatives or the crew of the vehicle engaged by the contractor for the performance of the contract, the company reserves the right to take all suitable action deemed fit against the contractor and those concerned.
52. **Jurisdiction:** Any legal proceedings or suit against the Company arising out of or in connection with this tender shall be filed or instituted in a court having jurisdiction in the city of Thiruvananthapuram, Kerala.
53. The contractor will be responsible for meeting all the requirements of the various labour enactments applicable from time to time and should indemnify and keep indemnified the company against all losses and damages sustained by the company in this regard at all times.
54. The Company reserves the right to cancel the work order forfeiting security deposit if the work is not started within 10 days from the date of receipt of work order and also to terminate the contract at any time if the work is not done with proportionate progress to the satisfaction of the company officials and in all such cases the company will be at liberty to get the work done in in any manner that the company thinks fits and all losses and damage sustain by the company in this regard will be recovered from contractor and his assets.
55. Company reserve the right to accept/reject any of the tender after evaluation with or without assigning reason no matter whether a Tenderer has quoted the lowest rate and also have the right to cancel the Work Order forfeiting Security Deposit if the work is not started within 10 days from the receipt of Work Order and also to terminate the contract at any time if the work is not done with proportionate progress to the satisfaction of the Company officials and in such cases, the company will be at liberty to get the work done in any manner that the Company thinks fits and all losses and damage sustain by the Company in this regard will be recovered from the contractor and his assets. All questions/disputes arising out or in connection with this

- shall be decided by the Managing Director of the company and his decision thereof shall be final and binding to all tenderers.
56. The contractor is liable to operate the vehicle on harthal days also at their risk if Company insists so.
 57. The contractor shall be responsible for discharging all statutory obligations (including minimum wages that may be required to be paid) in respect of workers/employees engaged by the contractor for the execution of work awarded to him by the Company under any labour enactment such as Factories Act, Industrial Dispute Act, Maternity Benefit Act, EPF Act, Employee compensation act, Contract (Regulation and Abolition) Act), ESI Act and of any settlements or any statutory modification/notification there of or any other statutory obligations.
 58. In case, the Company is satisfied that the presence of any of the employee of the contractor within the factory premises is likely to be prejudicial to the company's business or is undesirable in the interest of company, the company will be at liberty to disallow such person from entering all or any specified area within the factory.
 59. Contractor should comply with all relevant formalities under contract labour (Regulation and Abolition) Act 1971, such as display of rate of wages, date, place and time of payment of wages, date of payment of unpaid wages etc. They should also intimate the time, date and place of disbursement of wages to the supervisory Officer nominated under the above act for certification of payment to contract workers.
 60. The Drivers under the contractor should behave cordially with company employees.
 61. The Drivers shall have Police Clearance Certificate (PCC) and other formalities insisted by Security Department of KEMDEL.
 62. Canteen charges will be deducted from the contractors bill as fixed by the canteen authorities.
 63. Cost of Tender form is **Rs.900/- + GST @ 18% (total Rs.1,062/-)**
 64. Earnest Money Deposit (EMD) is **Rs.11,850/-**
 65. The Tender should be filled, signed , enclosed in a cover, sealed, super scribed with tender number, date and due date and description as **"Tender for Hiring of One AC Car for the Official use of KEMDEL"** and the same shall then be forwarded to **"Managing Director, Kerala State Mineral development Corporation Limited, Plamoodu,Thiruvananthapuram,Kerala -Pin 695 004"** so that to reach KEMDEL before 15:00 PM on **25.03.2022**.
 66. Fax or e mail offers will not be accepted.
 67. Bids should bear the signature of the bidder in all pages.
 68. Bids with incorrect Tender Document or without signature in every pages will be rejected.
 69. Tenders without remitting EMD and Tender cost will be rejected.
 70. Conditional Bids shall not be considered.
 71. In case of any matters pertaining to this Tender which are not incorporated /specified there in, in such cases guidelines of CVC/Kerala store Purchase Manual shall be applicable.
 72. **Documents to be submitted.**
 1. Tender form duly filled and signed in all Pages.
 2. Copy of Registration Certificate of the car, Contract Carriage Permit, Proof of Tax Remitted, Insurance Certificate, PUC Certificate.
 3. If the bidder is an MSME, registration for the same has to be submitted.
 4. Receipt/ proof of EMD and cost of tender form remitted.
 5. Copies of PAN, GST Registrations.

6. Copies of car Insurance policy.
7. Power of Attorney / Affidavit for leased or hold vehicle.
8. Proof of Experience as per clause I of pre qualification criteria.
9. The bidders with whom Government transactions have been banned/black listed/suspended due to any reason will not be eligible to participate in the tender. The self declaration as **Annexure** to be submitted in the letter head of bidder.

73. Tenders should reach the undersigned before 15:00 PM on **25.03.2022**.

for KERALA STATE MINERAL DEVELOPMENT
CORPORATION LTD.,

Managing Director

PATICULARS OF TENDERER

1. Name of the Bidder :
2. (a) Registered Office Address of the Bidder :
- (b) Address for Correspondence :
3. Mobile Nos. :
4. E-mail Address :
5. Status of the Tenderer
(Individual, Prop. firm, Partnership, Ltd. Company) :
6. Registration No. :
7. Year of establishment :
8. PAN (issued by Income Tax Dept.) :
9. GST Registration No. :
10. ESI Registration No. :
12. PF Registration No. :
13. MSME No. (if applicable) :
14. Name and address of Proprietor/ Partners/ Directors:

Declaration

We confirm that we have read and understood all tender conditions and we accept all tender conditions in its entirety.

- Date :
- Signature :
- Name of Person signing :
- Tenderer's Name and address with seal :

Signature of the Bidder:

PRICE PROFORMA

Tender No. KEMDEL/HIRING CAR/2021-22/300

15.03.2022

I have read the conditions of the Tender No. KEMDEL/HIRING CAR/2021-22/300 **dated 15.03.2022** and agree to abide by all the conditions therein and hereby offer my rates as follows:-

*Lump sum rate for operating **2500 Km per month***

Rupees in figures :.....+ GST %

Rupees in words:.....+GST.....%

Rate per additional Km. above the fixed distance of 15000 km. in a block of six months period.

Rupees in figures :.....+ GST %

Rupees in words:.....+GST.....%

Waiting charge per hour before and after the specified timings.

Rupees in figures :.....+ GST %

Rupees in words:.....+GST.....%

**** Please mention % of GST in the price performa , if % of GST not mentioned , the rate will be considered as inclusive of GST. Also if the bidder is within the threshold limit of GST the same shall be mentioned in the space provided.**

Whether below threshold limit :

Tender cost remittance details :

EMD Remittance details :

Signature of the Bidder :

Name & Address :

Registration Number:

Mobile No:

E Mail:

Signature of the Tenderer :

Name & Address with Phone No. :

Place:

Date:

Signature of the Bidder: