

## **Part - II**

### **Section A**

#### **General conditions of Contract**

1. Conditional Tenders are liable to be rejected. Final acceptance of the Tender rests entirely with the tendering authority acting on behalf of the University, who is not bound to accept the lowest quoted or any other tender. Also the University is not liable to assign any reason whatsoever for not accepting the lowest of any tender and the decision of the university will be final and binding to all Bidders. The University will not be responsible for any losses that may be incurred by the tenderer in the preparation of the tender.
2. An Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand Only) for vehicles upto seating capacity of 5 (five) and Rs.15,000/- (Rupees Fifteen Thousand Only) for other vehicles, in the form of crossed Demand Draft drawn in favour of the Finance officer, University of Kerala, Thiruvananthapuram shall also be furnished along with the tender application.
3. Successful bidder, henceforth supplier/contractor is required to execute an agreement in Kerala Stamp Paper worth Rs. 200/- in the form appended to the Tender Specification for the satisfactory performance of the contract for one year. The Earnest Money Deposit collected from the successful bidder will be converted into Security Deposit at the time of execution of the agreement.
4. Normal Contract period will be one year from the date of execution of agreement. University of Kerala will have the option to extend the contract period for another six months or one year at the same rate and conditions.
5. The supplier shall be bound by the rates quoted by him and agreed upon therein and shall not ask for any enhancement of the rates for the supply of vehicles during the period the agreement remains in force.
6. Individuals who can let out vehicles registered as Taxi from 2014 onward, only are eligible to quote. The copies of the relevant page of the Certificate of Registration of the related vehicles attested by a Gazetted Officer and willingness of the actual owners of the vehicles to let out their vehicles on hire basis to the University shall also be furnished along with the Tender. University is at liberty to reject the offers in the absence of these documents.
7. Vehicles let out shall be of the following Categories/Make/Model.

<b>Class of Vehicle</b>	<b>Name</b>
SUV A/C	Bolero/Tavera/Sumo Grande
Sedan A/C	Indigo/Verito/Logan/Etios/Swift Dezire
Hatch Back A/C	Indica Vista/Etios Liva/Swift
Hatch Back Non A/C	Indica

8. Kilometre reading will start and terminate at the University Office where the contract vehicle is attached. No mileage will be permitted for lunch/tea break etc. Meter indicating the Kilometer run should be in good working condition and accurate and in accordance with the regulations of the Motor Vehicle Department.
9. The vehicles must be registered in the State of Kerala. The vehicle should be fit for use as per RTO guidelines and shall conform to all Government rules and regulations being in force from time to time. The cars of 2014 onward models which are in good running condition with immaculate interiors, seat covers and exterior only should be provided. The cars should be in good mechanical condition and conform to all the relevant rules besides being roadworthy. Cars should be fully upholstered and provided with all other necessary comforts and facilities.
10. The supplier shall be responsible for the regular upkeep and maintenance of the vehicle (interior and exterior). The repairs of the vehicle shall not cause any hindrance to providing service to the University. The towels covering the seats (white colour and stain-free) shall be cleaned once in every two weeks or when found dirty. The exterior of the vehicle shall be cleaned on daily basis. Any violation of this shall invite penalty of Rs.250/-(Rupees Two hundred and fifty only) per instance as reported by University Officials.
11. The firm shall be responsible for providing the required number of vehicles as and when required, at any time, even at short notice. The firm should also be able to provide vehicles on holidays/Sundays also.
12. The Contractor shall ensure that the provision of the Motor Vehicle Act, 1988 are strictly being followed in case of each vehicle and the driver provided with vehicle to University of Kerala. Any violation of the Motor vehicle act and consequences for such violation shall be the sole responsibility of the contractor.
13. Taxi and Driver should not be changed frequently. Any change should be with the concurrence of the University of Kerala.

14. The vehicle should be available on any day at any time including holidays as per the direction of the authorities concerned.
15. While on official journeys, if the vehicle has a break-down or accident, the Contractor shall make alternate arrangements within a maximum of two hours or the least time according to the type of failure. If substitute arrangements are not made in the stipulated two hours the officer travelling shall be at liberty to avail taxi service of the same kind and all expenses incurred by the traveling officials be debited from the Contractor.
16. The University shall have no liability in payment of wages/salaries, other benefits, allowances etc., to the Supplier's Personnel that might become applicable by any Acts or Government orders or Policies. The University shall have no liability whatsoever in this regard and the Supplier shall indemnify this office against any/all claims which may arise under provisions of various Acts, Government orders etc., from time to time.
17. The University shall have no liabilities incurred on vehicles while on official trips such as penalty for traffic rule violations, liabilities incurred due to accidents, repair charges, legal defense charges, toll charges, parking charges etc.
18. The University reserves the right to the following:
  - a) To enter into multiple contracts parallelly at the same time.
  - b) To terminate a contract at any point of time
  - c) The right to return the vehicle if the University Officials are not satisfied with the performance of vehicles.
19. The driver should be well experienced, well behaved, polite and punctual and under no circumstances drive the vehicle under the influence of any intoxicating drink or drug. It will be the responsibility of the supplier to see that his driver possesses valid license and the supplier shall be responsible for the conduct of the drivers.
20. The University shall have the right to discontinue hiring of vehicles if in the opinion of the officers of the University by whatever designation such officer is called (the expression officers of the University hereinafter shall convey the same meaning), the behavior of the driver is found objectionable, and his opinion in this regard shall be final and binding on the supplier.
21. The Driver must have mobile connectivity and must possess valid license issued by RTO in Kerala. The Driver's driving license must be valid to drive taxis and should wear proper uniform

(provided by the transporter). While on duty, the driver is bound to obey the orders of the officers of the University of Kerala. The driver is expected to be polite and courteous in his behavior.

22. A metal Plate bearing “ ON CONTRACT WITH UNIVERSITY OF KERALA ” should be displayed near the front and rear Number Plates.
23. Contractor as well as the driver of the vehicle shall obey all directions issued by the Head of Office to which the contract vehicle is attached or other designated officers of the University. Telephone facility (24 hours) must be available with the contractor. The operator and driver shall be bound to carry out the instruction of the department as well as of the officers assigned to each vehicle.
24. The agency shall bear all cost on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc., of the vehicles, salary and other costs shall also be borne by the agency.
25. The contract charges includes charges of Driver, repairs and maintenance of vehicle, petrol/diesel, taxis and also any other incidental expenses.
26. The University shall be liable to pay the hiring charges only. Any other liability shall be borne by the contractor. Compensation and connected expenses, whatsoever, in case of any casualty (unforeseen) shall be borne/paid by the firm.
27. The University will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury. The car would be insured in all respects by the contractor.
28. The payment will be made on monthly basis on submission of pre-receipted bill duly supported by Duty Slip/Log sheet duly signed by the officers concerned. Service Tax, as applicable will be paid on billing. Payment will be made monthly after deducting TDS on the basis of Log Book entries duly certified by the officers concerned. No advance payment on any account will be made.
29. The agency shall provide the name and address of the driver and also verify report along with driving license number of the driver and copies thereof while submitting acceptance of offer.
30. The agency shall provide statutory benefit to the drivers at their own cost, as may be applicable.
31. The vehicle should report to the place of requirement or at University office and the billing will be effected from the place of Reporting and Relieving . The kilometer mileage for the purpose of “vehicle run” and “hours of duty” shall be reckoned from the point of reporting for duty to the

point of vehicle released, ie, University of Kerala, Senate Hall Campus, Palayam, Tvpm. No mileage will be allowed to drivers for lunch/breakfast or for drawal of fuel etc.

32. The Drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time and must drive the vehicle in optimum manner.
33. In case the condition of a vehicle is not found to be satisfactory, it shall be returned for immediate replacement. No payment will be made for cars found in unacceptable state/condition.
34. The car with the Driver would be placed at the disposal of University as and when required. The Department would be free to use the hired cars in any manner for carrying officials, luggage and other material etc. as per its requirements and the agency should not have any objection to it.
35. Each driver must be provided with a Log Register in respect of each vehicle as to analogy of logbook of University vehicles. A daily record indicating time and mileage for each vehicle in the prescribed format shall be maintained.
36. The contract can be terminated by either party on one month's notice. In case of any violation of the term of contract, the contract may be terminated without assigning any reason.
37. There will be no guarantee on the part of the University for use of vehicle for a certain minimum mileage in case it is hired on daily basis.
38. In the case of non-availability of vehicle for journey from the residences of the officers to office and back on day or days, schedule taxi charges shall be borne by the transporter and shall be recovered from the bill of transporters for hire charges.
39. Taxes/Toll charges, if any, must be paid by the transporter for sending taxis to adjoining areas and outstation in case it is required by the University. Parking charges will be paid by the University only when the vehicle is on Official Duty.
40. One or more taxis may be hired by the University on day to day basis as per requirement. There is no commitment from the University regarding the number of vehicles to be hired or minimum kilometers to be run in case it is hired on daily basis.
41. If the vehicle is out of order / breakdown during journey, a suitable vehicle shall be provided by the contractor immediately. In case vehicle does not report on time / does not report at all, the University would have a right to hire a vehicle from the market & the additional cost incurred by the department will be borne by the Transport Operator.

42. The contractor should be willing to abide by the conditions, rules and regulations prevailing in University of Kerala for similar works and disruption of service due to the fault of the contractor shall entail levying of penalty @ Rs. 3000/- per day or part there of.
43. A penalty of Rs.500/- per day per vehicle may be levied if any vehicle fails to meet above terms and conditions on any day.
44. The Court situated at the place where the Headquarters of the tendering authority is situated viz. Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.
45. If the tenderer has any doubt regarding portion of the general/special conditions of the contract, he should get it clarified in writing from the tendering authority before submission of the tender.
46. It shall be the duty of the firm/contractor/owner of the vehicle to ensure that the same has valid insurance and it holds all valid documents to ply the vehicle under the Motor Vehicles Act.