



**KERALA UNIVERSITY OF HEALTH SCIENCES  
THRISSUR-680596  
PHONE:0487-2207650,2207664**

**BID DOCUMENT  
TENDER FOR HIRING OF  
LIGHT COMMERCIAL VEHICLES ON LONG TERM USE  
Office of the Registrar, Kerala University of Health Sciences, Thrissur.**

**NAME OF THE TENDERER \_\_\_\_\_**

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**Section I**  
**KERALA UNIVERSITY OF HEALTH SCIENCES**  
**Medical College P.O. Thrissur 680596**

No.25574/2019/B1 /Admn-Estt/KUHS

Date:23 /01/2021

**TENDER NOTICE FOR SUPPLY OF VEHICLE ON HIRE**

Sealed tenders are invited for supply of vehicle on hire. The type of vehicle, purpose and period of requirement of the vehicle is as detailed below:

S. No	Type of Vehicle	Purpose	Period of requirement and type of quotes
1	A mini bus of not less than 17 seat capacity.	Transporting staff of the University to and fro Mundur Junction and University campus, Govt. Medical college PO, Thrissur.	One year from the day of award of tender daily rate

Eligible tenderers may obtain the tender form/bid document by downloading the same from the University's website at [www.kuhs.ac.in](http://www.kuhs.ac.in). Completed tender documents, along with the demand drafts for Rs. 500/-plus GST of 12% and Flood cess 1% towards cost of tender documents (RS. 565) and 1% of the estimated amount towards **EMD(RS.2624/-)** (DD to be drawn in favour of Registrar, Kerala University of Health sciences,Thrissur.) should be submitted in **sealed covers** to the undersigned up to **2.30pm on 05/02/2021 (Friday)**, subscribing the envelope "tender for supply of hired vehicles". The Tenders will be **opened at 3.00 pm on 05/02/2021 (Friday)** and the work will be awarded to the successful tenderer.

**The tenders received without the cost of tender document of Rs.565/-and EMD of RS.2624/-will be rejected. The terms and conditions of the tender are as per the tender documents.**

  
Registrar

Kerala University of Health Sciences,  
Thrissur

**Section II**

**BID FORM**

No. 25574/2019/B1 /Admn-Estt/KUHS

dated23/01/2021

To

**The Registrar,  
Kerala University of Health sciences,  
Medical college PO, Thrissur.**

Sir,

1. Having satisfied with the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges-for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, EMD furnished along with the Tender documents will be converted into performance security for due performance of the Contract.
4. We agree to abide by this Bid for a period of one week from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive, the University in no case be responsible for the cost occurred in uncertainties, and we accept the decisions of the university.

Date:

**Signature of the bidder with seal**

**Signature of the witness (Name and address)**

**SECTION III  
INSTRUCTIONS TO BIDDERS**

**SERVICES TO BE PROVIDED**

1. Services to be provided: are given in Section VI.
2. **Eligible bidders**
  - (a) Bidder should be recognized from the Department of Tourism, Govt. of Kerala /Any other Public Institution/ Body.
  - (b) The bidder should own (minimum One) or on lease sufficient vehicles of model not older than year **March 2013** vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles
  - (c) The bidder shall also submit full details of the vehicles that can be assigned in their favor and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than **March 2013**.
3. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid. The University in no case be responsible for these costs regardless for the conduct or outcome of the bidding process.
4. **The bid documents consist of:**
  - I Notice inviting TENDER
  - II Bid form
  - III Instructions to the bidders
  - IV General conditions (Commercial) of the contract.
  - V Special conditions of contract if any
  - VI Services to be provided
  - VII Agreement for vehicle hire
  - VIII Schedule of hire charges
5. **Documents required to be submitted for establishing bidder's eligibility and qualifications**
  - i). The bidder shall furnish the particulars of past performance
  - ii) copy of registration certificate for Vehicles (minimum one vehicle should be on the name of the firm/proprietor).
6. **Bid Price.**
  - i) The supplier shall quote the price of hire charges for the vehicle.
  - ii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
7. **Bid security**
  - i) The bidder must deposit Earnest money deposit as mentioned in Notice Inviting TENDER. **The Bid Security shall be in the form Cross Demand Draft drawn on any Scheduled Bank in Thrissur in favour of Finance officer, Kerala University of Health Sciences, Thrissur.**
  - ii) The successful bidder's EMD will be converted as performance security deposit and that of others will be discharged on finalization of the Tender.
8. The original and copy of the bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder the contract.

9. **Submission of bids**

- i) The bid should be submitted duly sealed and addressed to Registrar, Kerala University of Health sciences, Thrissur and deposited in TENDER box or sent by courier/speed /regd. Post on or before 15:00 hrs of due date.
- ii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.
- iii) The tender Number and purpose of the bid should be marked on the envelope containing the bid.

10. **Bid opening**

The University shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date.

11. **Evaluation**

The University shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order and will select the acceptable bidder.

12. **Award of Contract**

The University shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall give his acceptance, immediately on receipt of intimation from the University in this regard.

13. **Signing of Contract**

Signing of agreement shall constitute the award of hiring contract on the bidder.

14. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 14 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD. The University may make the award to any other bidder at its discretion or call for new bids.

15. **Period of validity of bids**

- (i) The bid shall remain valid for 30 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by University as non-responsive.
- (ii) A bidder accepting the request of University for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

**Signature of the Bidder**

## SECTION IV

### GENERAL CONDITIONS OF CONTRACT

**1. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed by the University.

**2. Performance Security**

2.1 The successful bidder shall deposit an amount equal to 5% of the bid amount for one year immediately on conveying the University's intention for accepting the bid as Performance Security. The EMD may be converted into performance security.

2.2 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.3 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for the University to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

**3. Execution time limit**

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

**4. Payment terms**

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user.

**5. Termination of Contract**

5.1 The University may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by the University.

(b) If the contractor fails to perform any other obligation (s) under the contract.

5.2 University may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

**6. Termination for insolvency**

University may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

**7. Force majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either

party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of University as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

**8. Arbitration**

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitrator appointed on mutual consent. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 8.3 The venue of the arbitration proceeding shall be Office of University at Thrissur or such other place as the arbitrator may decide.

**Signature of the Bidder**

## Section V

### SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section III and general (commercial) conditions of the contract as contained in section IV and wherever there is a conflict, the provisions herein shall prevail over those in section III and section IV.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. The University reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
4. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the University has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
5. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
6. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. The University shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to the University have to be suitable compensated by contractor.
7. In no case a vehicle which is not registered for the commercial purpose shall be supplied to the University and taxes etc. due to on such vehicles shall be liability of the contractor.
8. The contractor shall have sent the vehicle for periodical servicing at the cost of the contractor, University will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.

**Signature of the bidder**



## SECTION VI

### SERVICES TO BE PROVIDED

1. **Service** - Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on hiring basis for running in Kerala State.
2. **Period of Contract**-Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However, contract may be extended for further period up to six months if agreed by the contractor and DOT on the same rate, terms and conditions.
3. **Quantity**- Estimated number of vehicles to be hired is one, however it should be clearly noted that the University shall place the order only as per the actual requirement from time to time.
4. **Duty hours** -Actual duty hours shall be as specified by the users of vehicles.
5. **Notice Period**-Immediately on receipt of telephonic intimation.
6. **Reporting Place**- As specified by users of vehicles.
7. **Counting of distance**-From University to the destination specified.
8. **Accuracy of meters**- The users shall have full power to check up the meter for its correctness and to take action accordingly.
9. **Penalties**
  - I) In case of break down, vehicles have to be replaced by other immediately. In case of non- availability of suitable vehicle, a penalty up to Rs. 300/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 500/- per break down shall be imposed.
  - II) In case of non-availability of vehicles penalty of Rs. 800/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
  - III) Payment of any Govt. tax or duty for plying the vehicles in Kerala State will be liability of contractor.

**Signature of the bidder**

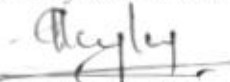
**AGREEMENT FOR VEHICLE HIRE**

This agreement is made on this -----<sup>nd</sup> day of February 2021 between -----(hereinafter called the Contractor whose term includes its successors and assignees) and Kerala University of Health sciences, Medical College PO, Thrissur (Herein after called the University) and acting through its authorized official, the Registrar. The Contractor will provide vehicle on hire basis to the Registrar of the University for official use on the terms and conditions herein contained, and rates as mentioned in the Schedule of hire charges in Section VIII. The "Contractor" has deposited **Rs. -----/- (Rupees -----only)** as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract from -----/02/2021 to -----/02/2021 or until this contract is determined by such notice as herein after mentioned, will provide vehicles not older than **March 2013 year model**, on the rates accepted as described in schedule vide appendix-I to this agreement.
2. The Contractor shall comply with all the terms and conditions of TENDER documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The Registrar of the University shall place an order for their requirement and will receive acknowledgement from the Contractor for supply of vehicle. It is anticipated that the Contractor will supply vehicle to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with the University and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to the University not older than year **March 2013** model, and registered for the commercial purpose/Taxi only and taxes, insurance etc. due on such vehicles shall be the liability of the contractor.
6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The University only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the University is not happy with the condition of the vehicle provided, the Contractor will be informed immediately and they should accept the liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the University, then the University will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.
7. Contractor will submit bills to the Finance Section of the University on monthly basis for release of payment by the University.
8. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users / University officials. On the basis of these duty slips, the bills shall be raised to University by the contractor. Distance will be counted from the University to the specified destination which only will be chargeable.

9. If the Contractor fails to provide the vehicle to the University and if the service is not found satisfactory enough, the University shall have the right to terminate the contract in whole or part as per clause 5 of Section VI of TENDER Document.
10. In the event of any mechanical failure/ break down of vehicle after its reporting duty, the contractor shall arrange for replacement by another Vehicle. Non-compliance may attract penalty as per Clause 10 of Section VI of Tender Document.
11. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. The University shall have no liability whatsoever.
12. The Tender Document **No. 25574/2019/B1 /Admn-Estt/KUHS dated, /01/2021** which is annexed to this agreement, shall form part and parcel and integral part of this agreement.
13. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by contractor. The University will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.
14. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor accordingly indemnifies the University against all such liability.
15. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet.
16. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitrator to be appointed mutually between the contractor and the University. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
17. If the Contractor institutes any legal proceedings against the University to enforce any of its rights under this agreement it shall be in the legal jurisdiction of the University where the vehicle has been hired.

Signed   
**For and on behalf of the University**  
Name:

**Position: REGISTRAR**

Date :

**In the presence of Witnesses**

- 1.
- 2.

Signed \_\_\_\_\_  
**For and on behalf of the Contractor**  
Name:

**Position : Contractor**

Date :

**in the presence of Witnesses**

- 1.
- 2.

**KERALA UNIVERSITY OF HEALTH SCIENCES**  
**SECTION - VIII**  
**BID DOCUMENT**  
**TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLES**

**SCHEDULE OF HIRE CHARGES**

Sl. No	Type of Vehicle	Estimated amount inclusive of all tax	Purpose	Period of requirement and type of quotes (Daily rate per trip for to and fro journey )	Yearly Amount (Daily rate for to and fro x 300)
1	A mini bus of not less than 17 seat capacity.	Rs.2,62,350/- (Rupees Two lakh sixty two thousand three hundred and fifty only)	Transporting staff of the University to and fro Vazhakkode Junction and the University campus at Govt. Medical college PO	One year from the day of award of tender.  Rs.-----	

If our Bid is accepted. We shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period as per TENDER terms & conditions from the date of opening of bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Note: Rates are inclusive of all Taxes, levies, and duties.

Dated \_\_\_/\_\_\_/\_\_\_  
 Place \_\_\_\_\_

Signature of the Bidder

Name of Bidder \_\_\_\_\_

Full Address of Bidder \_\_\_\_\_

Mob. No. -----

Email id. -----

Bank with branch-----

IFC Code-----

A/c No:-----