

## 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. Successful bidder is required to execute an agreement in Kerala Stamp Paper worth Rs. 100/- in the form appended to the Tender Specification for the satisfactory performance of the contract for one year. Security Deposit in the form of crossed Demand Draft drawn in favour of the Finance officer, University of Kerala, Thiruvananthapuram shall also be furnished for an amount of Rs. 2000/- (Rupees Two Thousand only) at the time of execution of the agreement.
3. 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.
4. 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.
5. Individuals who can let out vehicles registered as Taxi during the last 3 years as on the last date fixed for the submission of Tender 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.

6. 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

7. 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 Kilometre run should be in good working condition and accurate and in accordance with the regulations of the Motor Vehicle Department
8. 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
9. 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.
10. While on official journeys,if the vehicle has a break-down or accident,the Contractor shall makealternate 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 officertravelling shall be at liberty

to avail taxi service of the same kind and all expenses incurred by the travelling officials be debited from the Contractor.

11. The University shall have no liability in payment of wages/salaries ,other benefits,allowances etc to the Contractor' 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 Contractor shall indemnify this office against any/all claims which may arise under provisions of various acts,Government orders etc from time to time.

12. 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 defence charges,toll charges,parking charges etc.

13. The University reserves the right to the following:

a. To enter into multiple contracts pallelly 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.

14. 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 licence and the supplier shall be responsible for the conduct of the drivers. 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.

15. A metal Plate bearing " ON CONTRACT WITH UNIVERSITY OF KERALA " should be displayed near the front and rear Number Plates.

16. 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.
17. 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.
18. The vehicle should be available on any day at any time including holidays as per the direction of the authorities concerned. The vehicle will be normally stationed at the University office premises to which the vehicle is attached.
19. 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.
20. 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.
21. 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.