

KERALA COASTAL ZONE MANAGEMENT AUTHORITY

Directorate of Environment & Climate Change

4th Floor, KSRTC Bus Terminal, Thampanoor, Thiruvananthapuram - 695 001

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TENDER SPECIFICATIONS

FOR HIRING CAR(S) ON CONTRACT BASIS

This document contains three parts-PART I,II & III

Part I contains Instructions to the Tenderers

Part II contains, General Conditions of Contract (SECTION-A) & Special Conditions of Contract (SECTION-B)

Part III contains Schedule A & B and Form of Agreement

PART-I

INSTRUCTIONS TO TENDERERS

- 1) Tender should be submitted in sealed cover super scribed "Tender for Hiring Car" specifying Category I and should be addressed to the Member Secretary, Kerala Coastal Zone Management Authority, 4th Floor, KSRTC Bus Terminal, Thampanoor, Thiruvananthapuram - 695 001.
- 2) The tender containing the covering letter, tender specifications, schedule, attested copies of the documents etc. should be enclosed in one cover and sealed
- 3) Last date for receipt of Sealed tender will be upto 5 PM 10.01.2019. Tender received after the stipulated time will not be accepted/opened. The Authority will not be responsible for any postal delay in this regard.
- 4) Earnest Money Deposit (EMD) is not insisted for this tender subject to clause 3 part II Section A General conditions of contract.
- 5) Rates should be quoted in the prescribed form (Part III-Schedules) attached to the tender Specification. Tender specification can be obtained from office of the Member Secretary, Kerala Coastal Zone Management Authority, 4th Floor, KSRTC Bus Terminal, Thampanoor, Thiruvananthapuram - 695 001, during office hours on working days up to 5 PM on 10.01.2019 . Quoted rates should include all operations & maintenance expenses including fuel charges and remuneration to the Driver. Alteration should not be made in the Tender form or schedule or Tender Conditions except to the extent of filling in the tender forms and schedules.
- 6) Tenders will be opened at 3PM on 11.01.2019 by the Member Secretary, Kerala Coastal Zone Management Authority, or his representative/designated officer(s) at the office in the presence of those bidders or their representatives that may be present at that time. The Bidders/ their representatives who are present at the time of opening of the bid should sign in a register.
- 7) **The model of the vehicle(s) shall not be prior to 2016.** True copies of relevant pages of the Certificate of Registration of the related vehicle(s) attested by a Gazatted Officer shall also be furnished along with the tender. KCZMA is at liberty to reject the offers in the absence of these documents.
- 8) 8. If the tenderer has any doubt regarding any portion of the general conditions/special conditions of the contract, he should get it clarified in writing from the Tendering Authority before submission of the tender.

Sd/-

Dr VEENA N MADHAVAN IAS
Member Secretary, KCZMA

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. Also, the KCZMA is not liable for assigning any reason whatsoever for not accepting the lowest or any tender and the KCZMA's decision will be final and binding to all bidders. The KCZMA will not be responsible for any expenses or 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 Government Stamp paper worth Rs.200/- in the form appended to the Tender Specification for the satisfactory performance of the contract for one year.
3. 1 % of quoted amount should be remitted as Earnest Money Deposit and which will be released after the satisfactory completion of the contract period at the time of final settlement of accounts.
4. No interest will be paid on the Earnest Money Deposit
5. The contractor should be a valid GST account holder.
6. 2% of the quoted amount will be deducted as TDS and another 2 % will be deducted as GST.
7. Normal contract period will be one year from the date of placement of order which is likely to be extended based on the performance.
8. The contractor shall be bound by the rates quoted by him and agreed upon herein and shall not ask for any enhancement of the rates for the supply of vehicles during the period the agreement remains in force.
9. The Contractor/ driver should maintain an account of journeys performed by the vehicle as per requirements of the KCZMA duly signed by the officers of the Department or controlling officer.
10. The owner of the vehicle/ contractor shall maintain all up- to date records as per the Keral Motor Vehicles Act pertaining to the vehicle such as RC book, vehicle tax, tourist permit, policy of insurance, pollution control certificate, license of the driver etc. and shall be presented before the KCZMA officials for verification as and when required. Originals of all the above records shall be kept in vehicle during running time.
11. The vehicles that will be provided under this contract should be in good running condition. The vehicles should be comprehensively insured against all risks including third party insurance at the cost of the contractor/ owner and policy of insurance should be in force at all times during the contract period and the same shall be produced before the KCZMA officials for verification as and when demanded.
12. The contractor/driver should maintain an account of journeys performed by the vehicle as per requirements of the KCZMA duly signed by the officers of the Authority officers using it and submitting the same to the Authority officers.
13. The hire charges will be calculated for a block period of three months for 6000 km. The excess km over 2000 km traveled in a particular month will be carried over to the next month for adjustment in the quarter. The excess, if any at the end of every quarter will be reckoned and paid at the accepted rates. Monthly payment shall be made for the rate agreed for 2000 km.
14. The contractor should bear all expenditure connected with maintenance necessitated to the vehicle during the period of Contract. The KCZMA will not be held responsible for any loss/ damage to vehicle, other properties, life or other unforeseen incident that may occur during the period of hiring of vehicle.
15. The emoluments of the driver, the cost of fuel, oil etc and other consumables etc shall also be borne by the contractor.
16. The KCZMA will also be not responsible for nay loss of life, or any injury to the driver or to any third party caused at the time of performing bonafide trips of the KCZMA during the period of contract.

17. The contractor will be responsible for loss, damage or injury to any person, property, materials, equipment or any other article caused due to negligence of his driver or ill maintenance of the vehicles hired by KCZMA.
18. The contractor shall at all times keep the KCZMA indemnified against all claims, actions, proceedings, costs, damages, incurred and compensation agreed in consequence of any breach of all or any of the covenants and warranty herein contained.
19. The KCZMA shall not in any way be responsible during the course of contract for any accident, loss, damages etc. that may occur to the vehicles so supplied by the contractor on contract basis.
20. In case, the successful tenderer discontinues the contract or fails to supply vehicles as per the agreement within the contract period then at the discretion of the KCZMA vehicles will be arranged through another tender or by negotiation or with the next higher tenderer, who had offered to supply the vehicles on contract basis and the loss, if any, caused as may be fixed by the KCZMA shall be recovered from the defaulting contractor.
21. The KCZMA reserves the right to terminate any contract after serving seven days notice in writing to the contractor without assigning any reason thereof.

Sd/-

Dr VEENA N MADHAVAN IAS
Member Secretary, KCZMA

PART –II
SECTION ‘B’
SPECIAL CONDITIONS OF CONTRACT FOR HIRING OF CAR(S)

1. The contractor should see that driver with the vehicle reports in the concerned office or any other specified place at the specified time every day or any other time prior to it as informed by the concerned officer.
2. The Contractor is liable to make available a substitute vehicle, if the vehicle on contract is under repair/ in case any inconvenience is experienced in the performance of trips/due to other reasons, failing which alternate arrangements will be made by the KCZMA at the risk and cost of the contractor and the amount will be deducted from any amount due to the contractor from the KCZMA.
3. The vehicle should be ready with the driver on any time including holidays to take any trips whether long or short at the direction of the authority and shall be used exclusively for the KCZMA’s purpose. The vehicle will be normally stationed at the KCZMA’s Office premises to which the vehicle is attached.
4. Vehicle should be in proper condition to undertake long trips at short notice, even on informing over telephone. The trip may require journey and halt at outstation also. The driver shall always be ready for such trips. The contractor must meet the expenditure of the driver in the case of outstation halt and no additional payments will be made for the same.
5. Kilometer reading will start and terminate at the KCZMA’s office where the contract vehicle is attached. No mileage will be permitted for lunch/tea break etc. Meter indicating the Kilometer run (odometer) should be in good working condition and accurate and in accordance with the regulations of Motor Vehicle Department.
6. The drivers should be very polite and punctual and under no circumstances drive the vehicle under the influence of any intoxicating drink or drug. The contractor shall be responsible for the conduct of drivers. The KCZMA shall have the right to discontinue hiring of vehicles if in the opinion of the officers of the KCZMA by whatever designation such officer is called, the behaviour of the driver is found objectionable, and his opinion in this regard shall be final and binding on the contractor.
7. It will be the responsibility of the contractor to see that his driver possesses valid driving license and the contractor will also be responsible in case of a charge on the driver due to violation of traffic rules, or for any other penalty imposed on the driver, or the vehicle owner
8. There is no employer and employee relationship between KCZMA and the drivers engaged by the contractor and the driver will have no claim against the KCZMA for PF, gratuity and any other statutory benefits and the contractor alone is liable to meet all statutory claims in respect of the driver engaged by him.
9. A metal plate bearing “**ON CONTRACT WITH KCZMA**” should be displayed near the front and rear Number plates in red back ground in white letters at the cost of the contractor. This display board should not be used at any time other than official trips.
10. 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 KCZMA.

11. Payment will be made monthly as scheduled on the basis of Log Book entries duly certified by the concerned officers. No advance payment on any account will be made.
12. Trip sheet/Log book in triplicate should be maintained by the driver and in the said trip sheet/log book, vehicle number, name of the driver, the reporting time, reporting Km reading, starting Kilometer reading, closing Km reading and time of release of the vehicle shall be recorded and it shall be signed by the driver and counter signed by the authorized official of KCZMA and a copy of the daily trip shall be furnished to KCZMA either at the end of the day or next day morning. The person traveling in the vehicle or the authorized representative shall also sign the trip sheet at the end of each trip.
13. The KCZMA shall be free to terminate the contract if the vehicle is not available for even one day if it is required. However, the contractor may arrange alternate vehicle in unavoidable circumstances at his own cost under exigencies with prior approval of the competent authority. However, such arrangements shall be only temporary, and not exceeding 7 days in any case. Any breach of this condition shall render the contract as terminated without any further notice and the Directorate will make alternate arrangements.
14. The contractor should be willing to abide by the conditions, rules and regulations prevailing in KCZMA /State Government for similar works.
15. The Courts situated at the place where the Head quarters of the tendering authority is situated viz: Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.

Sd/-

Dr VEENA N MADHAVAN IAS
Member Secretary, KCZMA

PART-III-SCHEDULES
SCHEDULE 'A'
PROFORM A-VEHICLE DETAILS
Vehicle Category-Swift Dezire / TOYOTA Etios

1	Name & Address of the Contractor		
2	Telephone no.	a. Contractor	
		b. Driver	
		c. Registered Owner	
3	Details of the vehicle offered	a. Make	
		b. Capacity	
		c. Model	
		d. Registration Number	
		e. Year	
		f. Name & address of the registered owner	
		g. Tax expiry date	
		h. Insurance expiry date	
		i. Pollution control certificate expiry date	
		j. Tourist permit expiry date	
4	Whether copy of relevant pages of Registration Certificate/others showing details under item (3) above in respect of the vehicle duly attested by a Gazatted officer attached.		Yes/ No
5	In case the Contractor (Item I) and the Registered owner (Item 3f) of the vehicle are different, written consent of the owner for lending the vehicle to the contractor for a specified period of not less than one year shall be attached.		

Note: All the above items shall be filled up by the contractor

Contractor

Name & Signature of the

Place:

Date:

PART-III
SCHEDULE 'B'
DETAILS OF RATE QUOTED
Vehicle Category-Swift Dezire / TOYOTA Etios

1. HIRE CHARGE ON MONTHLY BASIS

Sl No	Particulars	Rate (Rs)	
		In Figures	In Words
1	Hire charges on Monthly basis upto 2000 kms		
2	Charges for running every additional Kilometer over and above 2000 km to be adjusted in 3 months (6000 km) block period		

The above rates are inclusive of wages and bata to the diver, costs of fuel, maintenance charges, tax, insurance, all taxes payable by the Owner of the Vehicle to the Government etc. and for providing vehicle in good running condition. The Owner of the Vehicle hereby agrees to all terms and conditions of the tender and also agrees to any deduction to be made from the bills towards statutory taxes and levies as per relevant rules in force from time to time.

Contractor

Name & Signature of the

Place:

Date: