



Government of Kerala

*Directorate of Environment & Climate Change*  
*'Devikripa', Pallimukku, Pettah P.O., Thiruvananthapuram- 695 024*  
*Ph: +91471-2742264(Off); 0471-2742554(Dir); +91471-2742554 (Fax)*  
*e-mail: environmentdirectorate@gmail.com web: www.seiaakerala.org*

## **TENDER SPECIFICATIONS FOR HIRING CAR ON CONTRACT BASIS**

**TENDER NUMBER: 9/2016(DoECC/E2/1508/2016)**

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### **ISSUED TO**

.....  
.....  
.....

Approved for issue

  
Finance Officer

Sd/-  
Director  
Directorate of Environment & Climate Change  
T.C.XIII/29(4), Devikripa, Kannammoola.P.O., Pettah  
Thiruvananthapuram-695024  
(Signature & Designation of the Tendering Authority)



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No.DoECC/E2/1508/2016

26/09/2016

NAME OF WORK: HIRING CAR ON CONTRACT BASIS

**TENDER NOTICE**

**Tender No. 09/2016(DoECC/E2/1508/2016)**

Sealed competitive tenders are invited for hiring one A/C tourist permit cars from among the following categories on contract basis with driver for official use of the Directorate of Environment and Climate Change for a period of 1 year initially, which is likely to be extended further based on performance.

**Category I**

7 Seater Mahendra Xylo/Chevrolet Tavera/Toyota Innova/Scorpio or equivalent.

The tenders in the specified form with the required documents shall be submitted in sealed cover super scribing "Tender for hiring Car" specifying the category addressing to the 'Director, Directorate of Environment & Climate Change, T.C.XIII/29(4), Devikripa, Pallimukku, Pettah P.O., Thiruvananthapuram-695024 before 3PM on 13/10/2016 DoECC will make a short list from those who submit this tender to be considered for the supply of vehicle (over and above) the present requirement for the next 2 years (upto 31<sup>st</sup> March 2018)DoECC reserve the right to either accept or reject any or all the tenders without assigning any reasons. The tenders will be opened at 3PM on 13/10/2016. Detailed information including the tender documents can be had from the office during office hours upto 5PM on working days.

Sd/-

PADMA MAHANTI IFS

Director

Approved for issue

  
Finance Officer



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## **FORM FOR TENDER SUBMISSION**

**(To be filled by the Tenderer)**

### **TENDER NOTICE**

**Tender No. 09/2016(DoECC/E2/1508/2016) dated 26.09.2016**

For supply of one A/C tourist car with driver for the following categories namely Category I-7 Seater Mahendra Xylo/Chevrolet Tavera/Toyota Innova/Scorpio or equivalent on contract basis for official use of the Directorate of Environment and Climate Change, Thiruvananthapuram

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To

**The Director**  
**Directorate of Environment & Climate Change**  
**T.C.XIII/29(4), Devikripa, Kannammoola.P.O., Pettah**  
**Thiruvananthapuram-695024**

Sir,

1. Having considered the above Tender enquiry, Schedule and Tender Conditions of Contract, I hereby offer to supply the following car on contract basis described in the tender. Specification and Conditions of Contract at the rates entered in the attached contract Schedule.  
**Category I-7 Seater Mahendra Xylo/Chevrolet Tavera/Toyots /Scopio or equivalent**
2. I hereby undertake to supply vehicles on contract basis in accordance with the Contract Conditions.
3. I have signed in all the pages of the tender documents as a token of acceptance of the Tender specifications.
4. EMD amounting to-----  
for ----- number of cars has been enclosed by DD.
5. Attested true copies of the specified documents have been attached.

**Date of Submission.....**

**Signature**  
**Name & Address of Contractor**



Government of Kerala

*Directorate of Environment & Climate Change*

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**TENDER SPECIFICATIONS  
FOR HIRING CAR 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

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**PART-I**

**INSTRUCTIONS TO TENDERERS**

1. Tenders should be submitted in sealed cover super scribed "Tender for Hiring Car" specifying Category I should be addressed to the Director, Directorate of Environment & Climate Change, T.C.XIII/29(4), Devikripa, Kannammoola.P.O., Pettah, Thiruvananthapuram-695024.
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 3 PM , 13/10/2016 . Tender received after the stipulated time will not be accepted/opened. The Directorate 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 Director, Directorate of Environment & Climate Change, T.C.XIII/29(4), Devikripa, Pallimukku, Pettah P.O. , Thiruvananthapuram-695024, during office hours on working days up to 5 PM on (date). 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 13/10/2016 by the Director, Directorate of Environment & Climate Change, 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 January 2015.** 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. DoECC is at liberty to reject the offers in the absence of these documents.
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.

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 DoECC is not liable for assigning any reason whatsoever for not accepting the lowest or any tender and the DoECC's decision will be final and binding to all bidders. The DoECC 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.100/- in the form appended to the Tender Specification for the satisfactory performance of the contract for one year.
3. Earnest Money Deposit and Security Deposit is not insisted for this contract. However twenty five percentage (25%) of the first months claim of the Contract rounded to the nearest hundred rupees or Rs.2000/-(Rupees Two Thousand only) whichever is higher will be retained as retention amount, 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 Retention amount.
5. Normal contract period will be one year from the date of placement of order which is likely to be extended based on the performance.
6. 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.
7. The Contractor/driver should maintain an account of journeys performed by the vehicle as per requirements of the DoECC duly signed by the officers of the Department or the controlling officer.
8. The owner of the vehicle/contractor shall maintain all up-to-date records as per the Kerala 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 DoECC officials for verification as and when required. Originals of all the above records shall be kept in vehicle during running time.
9. 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 DoECC officials for verification as and when demanded.
10. The contractor/driver should maintain an account of journeys performed by the vehicle as per requirements of the DoECC duly signed by the officers of the Directorate officers using it and submitting the same to the Director officers.
11. The hire charges will be calculated for a block period of three months for 6000 Km. The excess Km over 2000Km 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 20000 km.
14. The contractor should bear all expenditure connected with maintenance necessitated to the vehicle during the period of Contract. The DoECC 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 DoECC 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 DoECC 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 Maintenance of the vehicles hired by DoECC.
18. The contractor shall at all times keep the DoECC 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 DoECC 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 DoECC 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 DoECC shall be recovered from the defaulting contractor.
21. The DoECC reserves the right to terminate any contract after serving seven days notice in writing to the contractor without assigning any reason thereof.

**PART –II**  
**SECTION ‘B’**

**SPECIAL CONDITIONS OF CONDITIONS OF CONTRACT FOR HIRING OF CAR**

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 DoECC at the risk and cost of the contractor and the amount will be deducted from any amount due to the contractor from the DoECC.
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 DoECC's purpose. The vehicle will be normally stationed at the DoECC'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 DoECC'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 DoECC shall have the right to discontinue hiring of vehicles if in the opinion of the officers of the DoECC 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 SEIAA/DoECC and the drivers engaged by the contractor and the driver will have no claim against the SEIAA/DoECC 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 DoECC"** 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 DoECC.
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 DoECC and a copy of the daily trip shall be furnished to DoECC 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 DoECC 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 DoECC/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.



**PART-III-SCHEDULES**  
**SCHEDULE 'A'**  
**PROFORMA-VEHICLE DETAILS**

Vehicle Category I -7 Seater Mahendra Xylo/Chevrolet Tavera/Toyota Innova or equivalent

|    |  |   |  |
|----|--|---|--|
| 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. | Yes/No/NA                                   |  |

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

Name & signature of the Contractor

Place:

Date:

**PART-III**  
**SCHEDULE 'B'**  
**DETAILS OF RATE QUOTED**

Vehicle Category I -7 Seater Mahendra Xylo/Chevrolet Tavera/Toyota Innova or equivalent

**1.HIRE CHARGE ON MONTHLY BASIS**

| Sl.No. | Particulars  | Rate (Rs.) |          |
|--------|--|------------|----------|
|        |  | In figures | In words |
| 1.     | Hire charges on Monthly basis upto 2000Kms.  |            |          |
| 2.     | Charges for running every additional Kilometer over and above 2000Km to be adjusted in 3 months (6000 Km) block period |            |          |

The above rates are inclusive of wages and bata to the driver, costs of fuel, maintenance charges, tax, insurance, all taxes payable by the Owner of the Vehicle to Government etc. and for providing vehicle in good running condition. The Owner of the Vehicle hereby agrees to all the 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.

Name & Signature of the Contractor

Place:

Date:

**FORM OF AGREEMENT TO BE MADE IN KERALA GOVERNMENT STAMP PAPER OF RS.100/-**

AGREEMENT NO.-----

ARTICLES OF AGREEMENT made the .....day of ..... BETWEEN ..... DIRECTOR, Directorate of Environment & Climate Change, T.C.XIII/29(4), Devikripa, Pallimukku,Pettah P.O. ,Thiruvananthapuram-695024,(herein after called “Directorate”) of the one part AND ..... (herein after called “THE CONTRACTOR”) of the other part;

WHEREAS the contractor has tendered for the supply of a good condition car with driver for the use of the Directorate of Environment & Climate Change office at Thiruvananthapuram as per Tender No. 09/2016(DoECC/E2/1508/2016 dated 26.09.2016

AND WHEREAS the Directorate of Environment & Climate Change is pleased to accept the contract in respect of the rates mentioned in the copy of Order .....dated ..... which also forms part of the agreement.

NOW THESE PRESENT WITNESSES and it is hereby mutually agreed as the following documents forms the part of this Agreement.

1. Tender specification for hiring on contract basis.
2. Tender No. 09/2016(DoECC/E2/1508/2016dated 26.09.2016.
3. Work Order.....dated .....
4. Acceptance letter dated ..... of the Contractor.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first above written;

Signed, Sealed and Delivered by,

DIRECTOR, Directorate of Environment & Climate Change, T.C.XIII/29(4), Devikripa, Pallimukku,Pettah P.O. ,Thiruvananthapuram-695024(Acting for and on behalf of the VISL)

In presence of witness:

1.

2.

Signed, Sealed and Delivered By

(Contractor)

In presence of witness:

1.

2.

