



**STATE INSTITUTE OF HOSPITALITY MANAGEMENT ,**  
Varakkal beach West Hill , Kozhikode – 673005 PIN Phone No.-0495-2385861  
E-mail- sihmcalicut@gmail.com

Tender No. 1/Admn/Veh./2019

Dated: 22.2.2019

**NOTICE INVITING TENDER FOR HIRING OF VEHICLE**

Tenders are invited from the vehicle providers for hiring of vehicles as per the requirements mentioned in the Schedule below

**SCHEDULE**

Sl. No.	Type of Vehicle required	No. of vehicles Required	Special Conditions, if any
1	Small size vehicle (Toyota Etios/ Maruti Desire etc.)	1 (One)	With Driver and fuel

2. The tender documents will be available on official website of SIHM Kozhikode i.e [www.sihmkerala.com](http://www.sihmkerala.com) from 22.02.2019 and the bid forms and other details can be obtained from there.

3. Bids shall be submitted to the Office of SIHM Kozhikode. They shall be submitted in two parts viz. Technical Bid and Financial Bid. The offers submitted by Fax/email etc. shall not be entertained.

4. The critical dates for the tender submission and processing are as under:

**TENDER CRITICAL DATE SHEET**

1	Tender -publish Date	22.02.2019
2	Technical Bid Submission closing Date & Time	14.03.2019 , 3PM
3	Tender opening date (Qualifying Bid)	14.03.2019 4 PM
4	Financial/Price Bid Opening Date & Time (For only those who qualify in the Technical Bid)	14.03.2019 4.30 PM

5. Bidders are advised to visit [www.sihmkerala.com](http://www.sihmkerala.com) website regularly till closing date of submission of tender for any corrigendum / addendum/ amendment that may be issued.

6. The bidders should follow all the Terms and Conditions provided in Annexures-I, II, III, IV, V, VI

7. The Principal SIHM reserves the right to cancel/ modify the tender, postpone the date of opening or to accept or reject any or all the bids, without assigning any reasons.

Principal



## ANNEXURE-I

### INSTRUCTIONS TO BIDDERS

#### 1. Bid Submission:

(i) Where to submit:- Bid shall be submitted to the Office of SIHM Kozhikode .

(ii) How many Bids: - Not more than one bid shall be submitted by one Bidder.

(iii) Who can Bid: . The bidder should also have valid PAN card and RC book of the vehicle. Persons in Government service are not eligible to apply for this Tender.

(iv) Bid Security (EMD):- The tenderer must provide bid security of **Rs.5,000/-** (Rupees Five thousand only), drawn in favour of Principal SIHM Kozhikode "Bid Security (EMD)" valid for three months, Tender not accompanied with bid security is liable to be rejected. However, public sectors undertaking/ Govt. undertaking firms are exempt from the payment of EMD. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection. The EMD of the successful bidder will be refunded only after he deposits Performance Security. The hard copy of original documents of bid security must be delivered on or before Technical Bid opening date / time as mentioned in critical date sheet. Bidders will be treated as nonresponsive and their bid will be rejected, at the initial stage itself, if hard copy of Bid Security is not received on or before opening of Technical Bid process.

#### 2. Process and manner of submission of bids

(i) The tenders are to be submitted in two parts viz:-

(a) "Technical Bid" which should contain technical parameters in the format as per Annexure-III and the other required documents.

(b) "Financial Bid" which should indicate the rate proposed to be charged for the vehicle offered in the format as per Annexure-IV.

3. Other details: For Technical Bid The following documents are to be attached along with the "Technical Bid":

- (i) Signed copy of the proof of payment of Bid Security.
- (ii) Signed Copy of Technical Data Sheet (in format)
- (iii) Signed Copy of the Affidavit
- (iv) Signed Copy of Tender Acceptance Letter
- (v) Signed Copy of Annexure-I (Terms & Conditions).
- (vi) Signed copy of following certificates

- a. Address Proof of the Establishment,
- b. PAN No.,
- c. GST Registration,
- d. RC Book of offered vehicles, in case of old vehicles
- e. Certificate of Experience, if any
- f. Any other relevant document.

The bidder should not indicate the rate offered in the 'Technical Bid'.

For Financial Bid:

The financial bid will be submitted in the format as given under "Financial Bid" (Annexure-IV).

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to submit the financial bid duly signed.

#### 4. Important Information

(i) The bids will be opened in the office of the Principal, SIHM Kozhikode on the scheduled date and time. No further communication shall be made separately regarding dates of opening of Technical & Financial Bids unless there is any change in date or time of opening of bids. All the interested parties / bidders may remain present in the office of Principal, SIHM Kozhikode, mentioned above, at the time of opening of bids on the date and time as mentioned in the critical date sheet.

(ii) The hard copy of the original instrument in respect of the bid security, original copy of undertaking/affidavits, self-attested copies of the certificates and other documents must be

delivered to the this office on or before bid opening date/time, as mentioned in the critical date sheet. After opening of the Technical Bid, the original documents as per the requirement of tender document will be verified. The Institute reserves the right to seek any document in original related to the vehicle offered for hire for the purpose of verification at any stage of the tender process.

(iii) If at any time it is noticed that any information submitted by the bidder is incorrect, the bid is liable to be rejected. The Institute shall not be responsible for any legal consequences arising from such rejection of the bid.

5. For legal purposes, the following documents form part of the tender:

- (i) Notice Inviting Tender
- (ii) Annexure-I - Instructions to Bidders
- (iii) Annexure-II - Terms & Conditions
- (iv) Annexure-III - Technical/ Qualifying Bid
- (v) Annexure-IV- Financial/ Price Bid
- (vi) Annexure-V- Undertaking by the Bidder
- (vii) Annexure-VI - Tender Acceptance Letter

Principal

SIHM Kozhikode

## **ANNEXURE-II**

### **TERMS AND CONDITIONS**

#### **I. Relating to the vehicle and its use**

1. The vehicles shall not be registered prior to 1st January , 2016.
2. Vehicles to be provided for use of maximum of 22-25 days in a month and the maximum running of vehicles in a month shall be 1200 Kms.
3. The shortfall / excess of 1200 Kms. in the month can be carried over / adjusted in the successive months in the same financial year.
3. The vehicle to be hired should be registered with Kerala Registration numbers only and should be registered as commercial vehicle.
4. The vehicle shall not have any accidental history/case.
5. There should be at least two sets of white seat covers, towels and napkins. It should be changed every week. There should be an air spray in every vehicle. The items mentioned shall be made available at the cost of the owner of the agency/ firm.
6. LPG cylinder shall not be used as fuel for running the vehicle in any case.
7. Vehicle should carry necessary permits/ clearance from the Transport Authority or any other relevant Authority required as per law. The vehicle should also carry necessary pollution certificates issued by the relevant authority. Copy of the above certificates has to be furnished to the office concerned for which the vehicle is offered.
8. Vehicle will have to be maintained in good running condition with shining body and good upholstery.

#### **II. Driver(s)**

1. The driver(s) provided should be having valid driving license and clean driving record and shall not have any criminal case history.
2. The driver(s) shall have a minimum of three years experience of driving.
3. In case of issue of any challan for whatsoever reason by the Police/ Traffic Police, service provider shall be liable to pay the fine imposed, and bear other consequences.

4. Driver should be at all times on duty, wear white coloured shirt, dark colored trouser and shoes with fully covered toes. Driver should observe cleanliness and all the etiquette and protocol while performing the duty including helping in handling documents and assisting officers using the vehicle.

5. The driver must be provided at service providers cost a mobile phone for communication with the officers. The driver shall not be allowed to use the phone while driving.

6. Driver must not smoke or drink or use any kind of intoxicating substance or drugs, while on duty. In case of misbehavior of the driver or failure to meet any of the terms and condition, the Institute will have discretion to ask the service provider to change the driver and the service provider shall be bound to provide a different driver immediately.

7. In case the driver is on leave due to ill health or any function etc, the service provider shall make alternate arrangement.

### **III. Technical / Financial Bid**

1. The tenderers shall sign each page of the tender document as a token of having read and understood the terms and conditions contained therein.

2. Vehicles will be inspected after opening of the Technical bids and upon satisfaction/eligibility criteria being met, the financial bids of only those bidders who have qualified in the technical bid shall be opened and taken for consideration.

3. Utmost care may kindly be taken to submit price schedule. Any change in the format of Financial Bid/Price Bid format shall render it unfit for bidding. Following steps may be followed:-

(a) Download Financial Bid/Price Bid format.

(b) Fill rates in downloaded Financial Bid/Price Bid as specified in the prescribed format of the Bid document. Please enter only the details as required therein and upload the same duly signed.

(c) Offer must be without any condition, assumption, qualification, reservation or variation. Offer must be mentioned in prescribed proforma.

(d) Conditional tender offer or offer at variance from prescribed specification would be considered ineligible.

(e) Rate shall be firm and shall not be subject to any variation or adjustment on account of any escalations throughout the execution of the contract.

#### **IV. Award of Bid:**

The tender will be awarded to the bidder who quotes the lowest rate for the vehicle required by SIHM Kozhikode.

#### **V. Performance Security Deposit-**

The successful bidder shall give Performance Security in the form of Bank Guarantee at least equal to the rate per month for the vehicle for which contract has been awarded to him in favour of the Principal, SIHM Kozhikode before execution of the contract / agreement. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor and shall be thereafter released to the contractor. The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder.

#### **VI. General**

1. The Service Provider will comply with the labour laws in force and all liabilities in this connection will be theirs. It is obligatory on the part of Service Provider that driver is paid not less than minimum wages prescribed under the Minimum Wages Act from time to time.
2. The Institute shall be under no obligation, legal or otherwise, to provide any employment to any of the personnel of the service provider during or after the expiry of the hire period. The Institute recognizes no employer-employee relationship between the Institute and the personnel deployed by the service provider.
3. The responsibility for the safety and security of the vehicle shall lie solely with the Service Provider. It is also be the service provider's absolute responsibility to take care of any damage/repairs caused to the vehicle during the period of the contract.
4. The Service Provider shall have a telephone connection working 24 hours all seven 7 days a week for contact in case of emergency. The said telephone number has to be informed to the Principal SIHM in writing.
5. The mileage/KM shall be calculated from the office and will not be calculated on garage to garage basis.
6. In case the condition of vehicle is not found to be satisfactory or in case of breakdown or in case the vehicle does not report on time/ does not report at all, this office would have the right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the service provider.

7. The service provider shall in, no case, lease/ transfer/ sublet/ appoint caretaker for the service rendered.
8. The billing will be done on monthly basis. The monthly bills in duplicate shall be submitted to the office of SIHM Kozhikode. The Institute shall not make any advance payment. No GST will be paid if the operator fails to provide proof of valid GST registration and deposit the same into the government account. If the service provider is exempted from payment of GST the same should be clearly stated on the quotation, mentioning authority of such exemption.
9. Irrespective of the payment of the monthly bill amount by the Institute, any dues payable by the service provider including the salary of the driver, Govt. taxes etc., shall be promptly settled by the service provider, and he shall have no claim against the Institute for any delayed payment.
10. Once the hiring of vehicle commences, the vehicle and the driver should not be normally changed unless instructed by the hiring Institute. Change in the designated driver, if necessary, should be intimated in advance.
11. In case of any accident, involving the use of vehicle and / or injury etc. to the persons and driver deployed, all the claims arising out of the same shall be met by service provider and this office or any officer using the vehicle shall have no liability.
12. The Institute reserve the rights to increase or decrease the number of vehicle hired without assigning any reason during the currency of the contractual period and in case of increase in vehicles, the service provider shall be liable to provide the vehicles at the same rate quoted by him in his bid.
13. The service provider shall provide name and addresses of the driver along with copy of driving license while submitting acceptance of offer an undertaking in respect of the good moral character of the driver and his being free from any ongoing criminal proceeding.
14. The Institute shall be at liberty to withhold any of the payments in full or in part for default in service and / or for the loss incurred by the Institute as result of theft, burglary etc or any illegal act on part of the service provider or his employee or the driver provided by him causing any loss to the Institute whether directly or indirectly.
15. On awarding the contract, the Service Provider has to furnish with the certified copies of RC Book, the comprehensive insurance policy and copies of driving license of the driver of the vehicle.
16. The vehicle provided should be for exclusive use of the hiring office. The vehicle deployed will not be used for any commercial/ personal purpose during the contract period.



17. Agreement:- The successful bidder will have to execute a contract agreement with the Institute after the tender process on the lines of terms and conditions and the validity of contract agreement will be for the period ending on 28<sup>th</sup> February ,2020 from the date specified as per the agreement. The contract can be cancelled, in the event of poor service or violation of any of the conditions stipulated in the tender document or the contract.

18. Apart from the service provider having to bear the costs for hiring replacement vehicle, penalty of Rs.1000/- per day shall be levied if any vehicle fails to report for duty in accordance with above terms and conditions.

19. If the specified limit of 1200 km./month remains unutilized in a month, the same shall be carried forward to the next months and the service provider would not have any claim beyond the contract price unless the limit is exceeded in three months consecutively, in which case the service provider would be entitled to receive payment on the exceeding km on a pro rata basis based on the Government rate.

20. The contract for the vehicle shall be valid for a period ending 28<sup>th</sup> February ,2020 with effect from the date of executing contract, subject to clause/(s) of terms & conditions.

21. In case of any dispute, issue relating to the tender or the contract agreement, it shall be referred to be the Director , Tourism & Special Officer SIHM whose decision shall be final, conclusive and binding.

22. Disputes arising out of the contract shall be subject to the jurisdiction of Courts of Kerala at Kozhikode.

Contract Agreement (To be furnished by successful bidder) Space for Stamp Hired Vehicle  
Contract Agreement between the Principal , SIHM , .....  
..... AND M/s .....  
.....

**A. Preamble:** This agreement is made on ..... day of ..... 2019) between  
the Principal , SIHM , ..... (here-  
in-after referred to as “the office”) of the one part and M/s .....  
..... having address .....  
..... , of the other another part (which expression shall unless excluded  
by or repugnant to the context by deemed to include his in office or assigned of the other part).

**B. Whereas:** The Principal SIHM , .....  
.....has issued letter dated awarding the contract to  
M/s..... for providing one hired vehicle (vehicle name) on  
monthly basis as per term and conditions stipulated in tender documents dated... ..... and  
elaborated in clause 'D' below.

**C. Contract:** M/s. .... agrees to  
provide hired vehicles (As in clause 'B' above) on the charges valid as mentioned as below:  
Charges: Vehicle:.....(vehicle name) @ Rs..... /- (excluding GST) per  
month for run up to 1200 Kms per month

. Validity of the Contract agreement: The validity of the contract agreement will be from  
..... to .....

**D. Terms and Condition for hiring of the vehicle:**

1. Subletting of Contract: - The successful bidder shall not be allowed to sublet / subcontract the  
contract to any other contractor.

2. Contract period: (i) The period of contract will be for the period of entering into contract to  
28.02.2020. (ii) The office reserves the right to extend or reduce the contract period.

(iii) The office can terminate the contract in case of poor performance after giving one month  
advance notice. The Principal , SIHM will have the right to terminate the contract of successful  
bidder and allot the same to any other willing valid bidder in case of unsatisfactory performance of  
the successful bidder. The contract can also be terminated prematurely in case of introduction of  
change of system of the instant tender.

### 3. Capabilities, specification & formalities for Driver: -

(i) The bidders must ensure that the drivers employed have valid driving license and clean driving record.

(ii) The drivers of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time to time.

(iii) The drivers shall observe all the etiquette and protocol while performing the duty and shall be neatly dressed. (iv) The drivers should have minimum 3 years of experience of driving. They should have valid driving license for driving passenger vehicles on hire.

(v) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle. Any change in the designated driver should be intimated to the Principal , SIHM concerned well in advance.

(vi) The driver should be provided with a mobile phone which should not be switched off mode at any point of time.

(vii) The driver should be decent and well behaved and should not have any criminal/adverse police record against him and he should not have any past history of accidents.

(viii) The driver should be ready/prepared for outstation journeys at short notice.

### 4. Billing and Payment: -

(i) The billing will be done on monthly basis. The monthly bills, in duplicate, shall be submitted to the office concerned within 1<sup>st</sup> week of every subsequent month. Non-submission of the bill beyond 1st week of every month without justification would not be entertained and it would be presumed that bidder has no claim for payment.

(ii) The Principal , SIHM will not make any advance payment.

5. Penalty: - A penalty of Rs. 1000/- only per vehicle will be levied if any vehicle or driver or agency / firm fail to meet effective terms and conditions on any day.

6. Other Terms and conditions: - (i) The vehicle will be in run for office use 22 days in a month. (ii) The vehicles will be deemed to be at the disposal of the office during the period of operational use and contractor shall have to make available the vehicle on all the days of a month, seven days a week subject to overall limit of 22-25 days in a month.

(iii) The vehicles must be available at any time of any day as desired by the Principal , SIHM . Also, in case of breakdown of any vehicle, substitute vehicle shall be provided in time failing which the

Principal , SIHM shall have the right to hire a vehicle from the market and cost incurred to this will be borne by the firm.

(iv) The liabilities of the official of this office will be limited to the hiring charges agreed in the contract.

(v) The responsibility for the safety and security of the vehicles provided to Principal , SIHM solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage / repairs caused to the vehicle during the validity of the contract.

(vi) The vehicle should fulfill the legal obligations prescribed by the State Transport Authority like payment of road tax, etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this Principal , SIHM shall not be liable in any matter whatsoever. In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractor only and no claim whatsoever shall be borne by the office.

(vii) Insurance of the vehicles and the risk of passenger travelling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor Vehicle Act & Rules made there-under or any other law in force.

(viii) Vehicle must be kept clean, odor free, in excellent condition, mechanically fit, suitable for official use and should not be older than 2016 model on the date of the tender notice.

7. Jurisdiction of the Court: - (i) In case of any dispute of any kind and in respect of whatsoever arising out of tender / contract, the decision of the Hon'ble Courts at Kozhikode will be final and binding. In respect of any Terms and Conditions, if anything is missing, the provisions of tender documents will prevail.

E. Applicable Law: The contract shall be interpreted in accordance with the Indian Laws.

F. Notice: Any notice by one party to other pursuant to the contract shall be sent in writing or by telegram or telex / cable / fax and confirmed in writing to the address specified for that purpose in the contract. A notice shall be effective when delivered or on the notices effective date, whichever is earlier.

For and on behalf of Principal , SIHM ..... (Signature)

For and on behalf of M/s ..... (Signature)

Mr..... Witness Signature:

Mr..... Witness Signature:

**ANNEXURE-III****TECHNICAL BID TECHNICAL/QUALIFYING BID FORM FOR TENDER of hiring of vehicle**

1	Name of the Bidder	
2	Address	
3	Mobile No. of the Bidder	
4	PAN No.	
5	GST No.	
	Details of the vehicle offered	
	Details of the Earnest Money Deposit: - (i)Name of the Bank: (ii) D. D. No. & Date: (iii) Amount:	
	Whether self attested copy of RC Book uploaded	Yes/No {Please Tick one}
	Whether Affidavit in format in Annexure V attached?	Yes/No {Please Tick one}
	Whether Undertaking in format in Annexure VI attached?	Yes/No {Please Tick one}

**TABLE**

Sl. No.	Station	Vehicle offered including the model by the bidder
	Kozhikode	Small size vehicle (Toyota Etios/Maruti Desire )

It is certified that all terms and conditions stipulated in the Tender document have been read and understood and are acceptable to me.

Date:

Name and Signature of bidder

## ANNEXURE-IV

### FINANCIAL/PRICE BID DOCUMENT

Tender Inviting Authority	Principal SIHM, Kozhikode
Name of Work	Hiring of Vehicle

SI No	Vehicle required by the Institute	Vehicle offered by the bidder including the model	Rate per month offered
1	Small size vehicle (Toyota Etios/Maruti Desire )		

1. Registration of the vehicles should not be earlier than 1st January , 2016 and should be registered as commercial vehicle.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes and levies except GST.

Yours faithfully

Signature of Authorized Representative

(Full name and address of the Bidder)

**ANNEXURE – V**

**AFFIDAVIT**

That I, .....aged about .... years, son of  
Shri ..... resident  
of..... do hereby solemnly affirm and state as  
under: - That I am the proprietor/partner of M/s .....  
.....

2. That, I have neither been convicted of any crime nor any cognizance has been taken against me by any Court of Law for any crime till date.
3. That my Agency /firm has not been blacklisted or debarred from participating in any tender by any Central/State Government Department or Central or State Government undertaking.
4. The above statement is true to the best of my knowledge and belief.

Deponent

**Witness**

**1**

**2.**

## ANNEXURE-VI

### TENDER ACCEPTANCE LETTER

**(To be given on Company Letter Head)**

Date:

To

The Principal ,  
State Institute of Hospitality Management,  
Varakkal Beach Kozhikode – 673005

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender- reg.

Ref: Tender No:                      Name of Tender / Work: -

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the [www.sihmkerala.com](http://www.sihmkerala.com) web site
2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Institute/ organization to have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your Institute shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours faithfully

(Signature of the Bidder, with Official Seal)



