



# SHRI KRISHNA AYUSH UNIVERSITY

(Established by the State Legislature Act-25 of 2017)

**Umri Road, Sector-8, Kurukshetra, Haryana-136118**

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The Terms & Conditions of the Rate Contract for hired vehicles for Shri Krishna AYUSH University, Kurukshetra will be as under for hiring the following vehicles: -

## **Details of the Vehicles**

Sr. No.	Types of Vehicles	No. of K.M.
1.	Honda City SMT (AC) BS-IV or Maruti Ciaz Vxi (Petrol with AC) BS-IV	3000 K.M.
2.	Maruti Dzire LDI (AC) BS-IV	2500 K.M.
3.	Mahindra Boero Jeep LX MDI 2WD (Non AC) BS-IV or Mahindra Bolero Camper/Pickup (Non AC) BS-IV	3000 K.M.

1. **Prices:** The above rates are on consignee destination basis anywhere in Haryana at supplier's risk.
2. **Places of delivery:** - SKA University, Kurukshetra.
3. **Delivery Period:** - within 30 days from the date of placement of supply order by consignee against rate contract.
4. **GST:** @ GST shall be charged extra as per applicable Govt. Rules.
5. **Payment Terms/ Mode:** - 100% payment shall be made within 15 days on submission of monthly bill in duplicate. Certificate of salary given to the deployed driver must be given along with the bill.
  1. The payment in respect of extra kilometers over and above the prescribed monthly minimum limit of 2000/2500/3000 Kms at the rate agreed on Rate Contract will be made at the end of the financial year. The extra payment will be made for the kilometers = Total Kilometers run during the financial year (appropriate period) minus (-) Total Kilometers / per month prescribed limit in the financial year i.e. 2000/2500/3000 Kms multiply (X) by the numbers of months of the financial year.
  2. Income Tax/ Sale Tax as applicable, if any, as per Income Tax rules shall be deducted from the monthly bills of the contractor/ firm at source.
  3. All payment to the firm / contractor will be made through electronic mode-NEFT/RTGS. For this, the firm/ contractor will provide complete bank details like Name/ Branch of Bank, Account Number, IFSC Code & Type of account etc. RTGS/ NEFT charges are to be borne by the contractor / supplier.
6. **Contract Period:** -  
The contract shall remain in force for a period of one Year with 5% yearly increase from the date of start of the work. However, SKA University reserves the right to extend the period of the contract for another One/two Years on the same rates, terms & conditions with mutual agreement/consent.

**7. GPS Enabled Vehicle: -**

The firm/contractor may ensure that all the vehicles provided by them under the contract are GPS enabled in order to ensure proper and effective utilization of the vehicles by the SKA University and the firm will be required to maintain the Digital Record of the same.

8. The quantity of Stores can be increased or decreased as per the rules in this regard.

**General Terms & Conditions: -**

1. Reputed Taxi Operators/ Tour Operators/ Service Providers/ Agency/ Firm/ Central or State Government Undertaking are eligible to participate in this tender. The participating bidders are required to have these documents - Registration Certificate of the firm, TIN Number, PAN Number and Service Tax Registration Number from the competent authority.
2. The above mentioned bidders should have a minimum one year experience of similar type of work. Similar type of work means that they have provided vehicles on outsourcing basis to any State Government Department / Government Agencies or Government of India Departments/Undertakings. The bidders should have Work Experience Certificate for the relevant period from the Hiring Government Department/ Agency.
3. The above mentioned bidders should have executed work order for a single type of work through a single order valuing at least 20% of the estimated cost of work for which presently tendering during the last three preceding years (on the date of the tender) in State Government Department/ Agency or Central Government Department/ Agency. The bidders should have Work Orders issued by Hiring Government Department / Agency along with Performance Certificate of successful completion of the same.
4. The bidder should own or have on lease sufficient vehicles of model not older than 05 years (on the date of the tender) vehicles registered as commercial vehicles in their name or firms name for use as commercial vehicles and has not covered 2.5 lakh kilometers. In case during currency of the contract, if any vehicle completes its 5 years of its life or covers 2.5 Lakh Kilometers distance, the vendor is required to replace such vehicle. In case the vendor fails to replace such vehicle, the competent authority will impose a penalty of Rs. 1,000/- per day beside no payment would be given for such days, as per details given below: -

Sr. No.	Category of Service Provider	Minimum number of vehicles of his own/on lease
1	Category- I	25% of the total requirement
2	Category- II	25% of the total requirement
3	Category- III	25% of the total requirement for each case at individual District.

5. The concerned bidders should have its own EPF, ESI and Service Tax Number. The bidders should also have EPF, ESI and Service Tax Number issued by the competent authority. In case the same is not available as on date, he is required to submit an affidavit on legal paper for the allotment of EPF, ESI and Service Tax registration before allotment of the work.

## **Scope of work of the Services**

The participating bidders in the tender will be required to provide various types of vehicles along with drivers as per the requirement of SKA University to be used for officers/ officials for office work both at designated areas and even outside the designated area as per the requirement on monthly charges basis.

## **Specific Terms & Condition Related to Above Procurement of Services**

### **1. Rates: -**

1. The hiring rates shall be lump-sum amount per vehicle per month covering all expenses towards fuel, running and maintenance of vehicles, cost of consumables/Lubricants, insurance, permit fee and other charges including the salary dues of the driver etc.
2. The Toll Tax and Parking Fee as applicable from time to time shall be paid extra by the university on the production of actual deposit receipt to the concerned authority.
3. The passenger Tax, Road Tax/ Token Tax, Municipality Tax as applicable from time to time shall be paid by the bidder firm/ contractor.
4. The bidder has to submit Financial Bid for 2000/2500/3000 Kms per month with complete month availability along with the rates in per km, if different, for the additional mileage in excess of 2000/2500/3000 Kms. The rates will be evaluated on the basis of lump-sum amount quoted for 2000/2500/3000 Kms. The rates for the additional mileage in excess of 2000/2500/3000 Kms will be considered of the bidder who has quoted minimum and the L-1 bidder/firm for the Lump- Sum rate will have to agree to the same.
5. The firm/contractor will be reimbursed Rs. 200 per night for stay of the driver on tour to the outstation (more than 8 hours) or any duty after 9 P.M. at Headquarter in addition to the above rates.
6. The rates quoted should be exclusive of Service Tax. The Service Tax will be paid additionally only after receiving the photocopy of the service Tax Registration Certificate. No Service Tax will be paid if the firm/contractor fails to provide proof of valid Service Tax Registration. Copy of PAN is also required to be submitted by the bidder firm/ contractor.
7. The rates shall remain firm during the contract period. No escalation or price variation or any other extra payment whatsoever and on any account shall be made/ allowed irrespective of any fluctuation in prices /taxes or labor/ material or even in wages of the drivers etc.

### **2. Payment Terms/ Mode: -**

1. 100% payment shall be made within 15 days on submission of monthly bill in duplicate. Certificate of salary given to the deployed driver must be given along with the bill.

2. The payment in respect of extra kilometers over and above the prescribed monthly minimum limit of 2000/2500/3000 Kms at the rate agreed on Rate Contract will be made at the end of financial year. THE extra payment will be made for the kilometers= Total kilometers run during the financial year (appropriate period) minus (-) Total kilometers prescribed limit in the financial year i.e. 2000/2500/3000 Kms multiply (x) by the number of months of the financial year.
3. Income Tax/Sale Tax as applicable, if any, as per Income Tax rules shall be deducted from the monthly bills of the contractor/ firm at source.
4. All payment to the firm/ contractor will be made through electronic mode- NEFT/RTGS. For this, the firm/ contractor will provide complete bank details like Name/ Branch of Bank, Account Number, IFSC code & Type of account etc. RTGS/NEFT charges are to be borne by the contractor/ supplier.

3. **Registration:** -

Vehicle must be registered under Motor Vehicle Act as commercial vehicle and have relevant permit for Haryana, Punjab, UT of Chandigarh and Delhi. Expenditure toward Registration of vehicles, Road Tax, Commercial Vehicle Tax Permit etc. with State Govt. Transport Authority will be borne /settled by the owner of vehicle during the contract period.

4. **Contract Period**

The contract shall remain in force for a period of one year (with 5% yearly increase) from the date of start of the work. However, SKA University reserves the right to extend the period of the contract for another **ONE YEAR** on the same rates, terms & conditions with mutual agreement / consent.

5. **Termination of Contract:** -

Shri Krishna AYUSH University, Kurukshetra reserves the right to terminate the contract at any time or any stage during the period of contract by giving 24 Hrs. notice without assigning any reason.

6. **Maintenance of Log Book:** -

The log book will be maintained by the driver and the same shall be filled and verified by the concern officer in the University using the vehicle.

7. **Duties and Responsibilities of the Firm/Contractor (General):** -

1. The firm to whom the work is awarded will have to provide the vehicle as per the Rate Contract issued by Shri Krishna AYUSH University, Kurukshetra within 30 days of issue of Request/ Requirement from University.

2. **Documentation:** -

The Firm /Contractor shall submit the photocopy of the following documents along with original for verification by the concerned officer/office of the university where the vehicle is to be provided. Original documents shall be returned to the owner after verification.

- (I) Photo copy of valid RC of vehicle
- (II) Photo copy of valid Comprehensive Insurance Policy of vehicle

- (III) Photo copy of valid Pollution Certificate of vehicle.
- (IV) Colored photograph of vehicle with Front Number Plate
- (V) Valid permit to ply vehicle in Haryana, Punjab, Delhi (NCR) Chandigarh (UT).
- (VI) Duly Stamp & signed Terms & Conditions
- (VII) Photo copy of valid Driving License of the drivers.

3. If the Firm/Contractor fails to provide the vehicle within the stipulated period or his services are found to be unsatisfactory at any stage; the SKA University authority will be entitled to exercise its options as under: -
4. Either to cover the damages of non-execution /delay and to get the same executed from some other source (s) at Firm/Contractor risk and cost besides taking action as per the conditions of the Rate Contract which includes Blacklisting of the Firm/Contractor and forfeiting the Performance Security Deposit. OR;
5. To get the work complete through any other agency purely at the risk and cost of the first contractor. In that case no payment is liable to be made for the work already done.
6. To take the legal remedies to recover the balance amount, if left.
7. The contractor shall be responsible for all the risk involving liabilities and obligations arising out of this contract and under pay provision of law in force from time to time.
8. The vehicle shall be provided with safety belt, steppney, tools spares and consumable, while travelling, by the owner of the vehicle without any extra charge.
9. During the period of this contract the vehicle shall be at the exclusive disposal of the concerned office/ officer of University Department.
10. Tempering of the meter shall be viewed seriously. In case it is noticed that the meter of the vehicle is mal- functioning and showing extra mileage, then actual difference shall be recovered on prorata basis for the entire period for the calendar month during which the vehicle has actually run. It will be obligatory on the part of the vehicle owner to get the mileage checked by the controlling officer in the beginning of the calendar month and get it recorded in the logbook.
11. The driver should have a mobile phone for two-way communications with outgoing facility.
12. The owner of the vehicle shall ensure that the drivers are punctual and vigilant in performance of their duties. Further the owner shall engage/supply physically/medically fit driver
13. All the drivers deployed by the firm/ contractor of the vehicle shall be issued proper laminated card to the personnel deployed who shall prominently display their identify cards while on duty and should be dressed properly (In proper uniform)
14. In the event of the theft, loss accident or any dispute, University will not be responsible and vehicle owner firm/contractor will settle the claim himself at his risk and cost. The vehicle provided by the firm/ contractor will be an authorized vehicle to be given on hire as a taxi to University and any lapse on this issue will be the responsibility of the service provider.

15. All the drivers deployed by the firm/contractor of the vehicle will have a proper Commercial Driving License to drive the particular vehicle and the date of issue of DL will be more than 5 years on the date of the deployment of driver on the vehicle in University.
16. The firm/ contractor will be duty bound to make available the vehicle to the university even in the case of Law & Order problem or any unforeseen emergency situations.

**17. Duties & Responsibilities of the Firm/ Contractor (Driver):**

1. The drivers deputed with the vehicle should be of good character and antecedents, well behaved and neatly dressed and should be in possession of appropriate valid Driving License with minimum Five- YEAR experience. The pool of present and permanent address including a copy of the License and other documents of each driver along with all requisite document of each vehicle shall be submitted by the firm/ contractor to the University before the work is taken in hand.
2. Misbehavior by the Driver and not parking of the vehicle at the assigned place or not obeying the instructions of Concerned Officer/Official of University, will be viewed very seriously and the concerned office reserves the right to impose any penalty as may be deemed fit in such cases, which will be recovered from the contractor from his monthly bills. In case it is found that the driver attached to the vehicle is causing any nuisance and is not suitable, the firm/contractor will have to terminate/ replace the driver immediately on the instructions of the Concerned Officer and the terminated driver shall not be taken back on duty at any stage without the prior permission of Concerned Officer.
3. Any person /driver engaged for rendering the services under this contract shall be the employee of the contractor for all purposes intent and shall have no claim/ right on the Shri Krishna AYUSH University. The contractor will keep the concerned university and its officers indemnified from and against any claim /liability by any such person. The firm/ contractor shall obtain an undertaking on Non-Judicial Stamp paper of proper value duly signed and witnessed by him (firm /contractor) under his seal from the individual driver that he/ they will not claim any employment from university and all the dispute will be settled by their contractor who has engaged them.
4. Driver shall make his own arrangements for going to or coming from his residence. In case the owner of the vehicle engages the services of hired vehicles engages the services of hired driver then he shall ensure to the satisfaction of the University or its relevant office that the driver will be paid the minimum wages as applicable of the skilled in the state of Haryana by the owner of the vehicle. All type of responsibility/liability regarding the engagement of Driver will be borne by the Contractor.
5. The deployed driver shall keep all valid license and up to date tax payment certificate/receipt, pollution control certificate Comprehensive insurance and any other tax payment clearance up to the date in his custody.

18. **Insurance:** The vehicles deputed will have comprehensive insurance cover inclusive of the driver and other passengers and the concerned university shall not be responsible for any damage, whatsoever, to the vehicle of its driver/ passengers or third party. As such the adequate insurance of appropriate value should be arranged to cover the risk of injuries/death of the driver/ passengers
19. Provisions for increase/ decrease of the fuel prices: -  
In case of increase/decrease both the fuel prices during the contract period, hiring charges will be increased or decreased on quarterly basis subject to the condition that the increase/decrease of the fuel price is more than 5% between 1<sup>st</sup> day of Quarter-1 and 1<sup>st</sup> day of Quarter—II. The Quarter will be counted from the first day when the vehicle is made available to the concerned university. No revision will be allowed within the Quarter. The formula for the increase/decrease of price calculation on the month hiring charges will be as under:-  
  

$$\text{“Increase/decrease in monthly charges} = (\text{Actual Distance Covered by the vehicle during the month} \div \text{Mileage of Vehicle}) \times \text{increase/decrease of Fuel Rates (Fuel Rate on 1}^{\text{st}} \text{ day of Q2- (minus) Fuel Rate on 1}^{\text{st}} \text{ day of Q1)”}.$$
20. All duties/taxes/fees levied/permit charges, whatsoever, payable in consideration of the trade or otherwise for relative thereof, shall be at the cost of the firm/ contractor. If there is any increase in the existing taxes or new taxes are levied by the Govt. during the period of contract, no extra claim shall be paid and all the expenses shall be borne by the firm/ contractor. The concerned University is not liable to meet such expenses. The firm/ contractor shall obtain all the necessary permits from the RTO or any Govt. or Municipality or any other authority that may be required in connection with the hiring of vehicle(s) at his cost. The firm/ contractor shall, however, indemnify the SKA University from any claim, whatsoever from statutory authorities.
21. The firm/ contractor shall have to obtain necessary gate/ permission passes for the vehicles as well as for the drivers for entering into the Restricted Areas as notified by the concerned authorities. In case of any vehicle is found moving in the restricted area without any gate/ permission pass, a penalty if any imposed by the concerned authority shall be borne by the firm/ contractor.
22. Penalties/ Deductions in case of non-performance/ violation of Services Agreement. The competent authority of Shri Krishna AYUSH University can levy the below mentioned penalties/ deduction in case of non-performance/ violation of Services Agreement as per details given below
  1. **Unclean Vehicle or Seat Covers/ Smell in the Vehicle:** – (a) Rs. 50/- for the first day (b) Rs. 200/- per day for the second consecutive day and beyond as pointed out by the controlling officer of the vehicle;
  2. **For Non- Providing of Vehicle in Time:** - The contractor has to maintain the timings strictly. The late arrival of the vehicle shall be viewed seriously and a penalty of Rs. 100/- per hour of delay on each occasion, if the reason of late arrival is unsatisfactory;

3. **Breakdown En-Route:** - In case any of the vehicle fails to report on duty due to break down or otherwise, the firm/ contractor shall be responsible to provide alternate vehicle within one hour, otherwise the Shri Krishna AYUSH University, Kurukshetra will be within its rights to make alternate arrangement at the risk and cost of the contractor after imposing the penalty of Rs. 500/- for each such case.
4. **Recurrent Malfunctioning/ Dissatisfactory Condition of the Vehicle:** -The vehicle will be returned if the same is found malfunctioning. A vehicle may be hired by the concerned officer/ office, payment of which will be borne by the contractor along with a daily fine of Rs. 500/- till such time a proper vehicle is provided by the contractor.
5. **On Misbehavior by the Driver:** - Rs. 500/- per default will be the penalty levied. If the misbehavior continues, then the driver will have to be changed by the contractor. If the contractor does not change the driver within 3 days' time, the vehicle will be sent back and a taxi will be hired/provided by the Firm/Contractor whose expenses/hiring charges will be borne by the contractor along with a fine of Rs. 200/- daily.
6. During the contract period if any of the vehicle is seized /detained/ impounded by the police, Transport Officer or any other Authority for any reason whatsoever, it will be at the sole risk of the Firm/Contractor and it will be the responsibility of the Firm/Contractor to provide the vehicle of the same seat capacity in lieu thereof, otherwise a penalty of Rs. 1500/- per day will be imposed.
7. **For Violation/ Breach of any of the Conditions of the Contract:** - Rs. 1000/- per default and / or termination of the contract, forfeiture of Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the University and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.
8. The competent authority who can levy the above mentioned penalties/ deductions will be the officer/ office of SKA University with whom the concerned vehicle is attached.
23. The vehicles shall be kept at the disposal of respective office/ officer as designated by Shri Krishna AYUSH University, Kurukshetra.
24. The firm/ contractor shall be an independent entity engaged to produce the required results and compliances with all the laws and regulations applicable in this behalf. He will also keep Shri Krishna AYUSH University and its officers indemnified against any breach or default.
25. The time to time maintenance of vehicles including all spares, consumables and lubricants will be the responsibility of the contractor.
26. Shri Krishna AYUSH University, Kurukshetra reserves the right to claim adequate compensation from the firm/ contractor on account of any damage caused to the the human or the equipment/ machinery due to negligence or careless handling of the vehicle by the driver or the firm/ contractor.
27. Any injury/ accident to driver or to any other person due to lapse on the part of the driver shall be the responsibility of firm/ contractor.



28. The firm/ contractor shall make alternative arrangements **for the drivers** when on driver's rest days or on his absent days of the driver and **for the vehicles** when on servicing on under repairs due to break-down.
29. The duties period of the deployed driver will be 8:30 AM to 6:30 PM (10 hours). However, the same will be available as and when required beyond the permissible time period.
30. The firm/ contractor will ensure periodic maintenance as per maintenance manual of vehicle / requirement and shall always keep the vehicle in perfect running condition. The firm/ Contractor shall carry out the servicing & repairing only after intimation to the concerned office/ officer of the university.
31. The First Aid Box with necessary medicines shall be provided in each vehicle by the firm/ contractor at his own cost.
32. The vehicle shall be utilized as per requirement of concerned office/officer of university for local as well as out station. The vehicle shall remain in university campus beyond duty hrs.
33. **Indemnification:-** The firm/ contractor shall furnish an under taking on Non Judicial Stamp Paper of appropriate value to the effect that he shall comply with all the Acts, Laws or Regulation as may be applicable with regard to performance of work, including but not limited to the Minimum Wages Act., Contract Labour (Regulation and Abolition) Act, ID Act, Shops and Establishment Act, Factory Act, Workmen Compensation Act etc. from time to time and take such steps as may be directly responsible for any dispute arising between him and his drivers / workers and keep the concerned university indemnified against all losses, damages and claims arising there from. Further he (the firm/ contractor) shall pay minimum wages as prescribed by the State/ Central Govt. to all his operating crew and shall be responsible for fulfilling the requirements of all statutory provisions of all the the aforesaid Acts including Employees Provident Fund, Motor Vehicle Act, Bonus Act, Gratuity Act and other industrial enactments at his own risk and cost in respect of all the drivers/staff employed by him. If due to any reason, whatsoever, the University is made liable, it shall be recovered by the university from any pending dues of the contractor. In case the pending dues are less than the liability, then the balance shall be deposited by him (the firm/contractor).
34. **Contract Agreement:-** The owner of firm/contractor of the vehicle shall have to execute a contract agreement on Non-Judicial stamp paper worth Rs. 15/- on the prescribed performa (Performa-B) with the concerned office of the university who will represent as Principal Employer.

**Standard Terms and Conditions :-**

1. **Price Preferences in the Financial Evaluation for Haryana Billing Firm:-**  
For the purpose of Financial Evaluation of Bids, 50% of the GST revenue accruing to the State of Haryana would be discounted from the composite price bid of the bidder, while comparing the bids received and the L1, L2, L3 bidder status would be determined accordingly. This is explained with the help of illustrations. In case a bidder does not expressly confirm to raise the billing from Haryana State in its bid offer, it would be considered as a non-Haryana Billing Offer. If a successful bidder is awarded the bid offer after discounting/ rebating 50% of the VAT revenues accruing to the State of Haryana and the sale does not lead to the full

accrual of the VAT revenues to the State of Haryana on the accepted price bid, a penalty equivalent to short accrual of the VAT revenues to the State of Haryana would be recovered from the supplier. The benefit of discounting of 50% Haryana Vat revenue from the composite price bid would be allowed only to those bidder/s who have set up their sales office in the Haryana State before/ at the time of submission of Bids. Accordingly the bidder/s are requested to submit the documentary proof in this regard along with their technical bid. Wherever University considers expedient that more than one firm/ contractor should be kept on rate contract, it may so decide on case to case basis subject to conditions.

2. **EMD:** -

The firms/bidder/ contractor are required to deposit Earnest Money of Rs.30,000/- (refundable) failing which the tenders are liable to be rejected. Central or Haryana Public Sector Enterprises and “approved sources” as declared by the Industries Department, Haryana, are exempt from the deposit of EMD.

3. **Performance Security:** -

The successful tenderer/bidder/firm/contractor/ shall be required to deposit performance Security Deposit @ 5% of the order value or the estimated value of rate contract (Estimated value = Charges of one vehicle per month X 12 months X Number of vehicles to be provided). The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt /Banker's Cheque or in the shape of equivalent Bank Guarantee of any scheduled bank with branch in Kurukshetra. (Specimen of bank guarantee bond required to be furnished on Rs. 15/- Non Judicial Stamp paper is enclosed as Performa –C) valid for a period of six months or more, from the date of expiry of the stipulated Rate Contract in favour of Registrar, Shri Krishna AYUSH University, Kurukshetra. The Bank Guarantee shall have to be got extended by the tenderer/bidder/ firm/ contractor, if so desired by the Registrar, Shri Krishna AYUSH University, Kurukshetra till it is surrendered/ released returned or invoked/ in cashed by the beneficiary Registrar, Shri Krishna AYUSH University, Kurukshetra.

4. **Price Fall Clause:** -

Price fall clause will be as per condition No. 15 of General Conditions of Supply” as available at **Annexure-V**. The same is that the price quoted in the tender/ quotation or approved in the Rate Contract for the Services shall not exceed in any way then the lowest price at which the tenderer/ bidder/ firm / contractor quoted for the supply of the services of identical description to DGS&D, New Delhi/ State Government Institutions /Undertakings/ any other person during the delivery period/ currency period of the rate contract. If, at any time during the delivery period/ currency period. The successful tenderer/ bidder/ bidder/ firm/contractor reduces the rates/ sale price of the quoted Services to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderer /bidder/ firm/ contractor should forthwith notify such reduction and inform this University and the price payable under the supply order/ contract for the services supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderer /bidder /firm/ contractor shall promptly notify the reduction of rates to this University. The Tenderer/ bidder/ firm/ contractor shall also give a certificate on their bill that the rates charged by them are not in any way higher to those quoted by them to the Shri Krishna AYUSH University, Kurukshetra during the corresponding period. The

indenting officer shall be required to ensure that requisite certificate is given by the concerned firm/bidder/contractor on the bills before releasing their payments.

5. **Penalty to firm on Delay in delivery:** - Should the firm/ contractor fail to provide the services within the period prescribed for such delivery of service procurement stipulated in the Rate Contract order, the delayed services will be subject to 2% penalty per month of the estimated values of service contract recoverable on the value of the services supplied.

6. **Penalty Clause for Department/Govt. Agencies for delay in Payment:** -

Delay in payments to the firms/contractor beyond the stipulated credit period indicated in the Rate contract order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs. 25/- per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier. This is as per provisions contained at Para 17 of G.O. No. 2/2/2010-4I- Bill of dated 28.05.2010 (or as amended from time to time in this regard).

7. **Negotiation of Rates:** -

Regarding negotiations of rates quoted by various bidders/firms/contractors, policy issued by the State Government.

8. **Cartel Formation:** In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the competition commission of India and / or other appropriate forums.

9. **Purchase Preferences for Approved Sources:** -

Shri Krishna AYUSH University, Kurukshetra, reserves the right to allow purchase preference to the approved sources, including Central or Haryana State Public Sector Undertakings/Enterprises, provided that such approved source takes part in the bidding process and the quoted prices of the approved source is **written (WITHIN) 10% of** the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptance price. The latest list of Approved Source is contained in government Order no, 6/03/2007-4-IB-II dated 14.02.2008 of the Industries Department and is subject to further amendment from time to time.

10. **Grievance Redressal Mechanism for dealing with the representation/ complaints/ letters of the participating bidders/ firms:**

A time bound Grievance Redressal Mechanism for dealing with the representation/ complaints/ letters of the participating bidders/ firms in the tendering process in the **State Public Procurement** will be governed by State Government Policy issues. All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the fifth working day) of the date of issue of letter/ intimation **regarding their As per NIT/Not as per NIT status.** They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

11. **Arbitration Clause:** -

The Arbitration if any will be decided as per the provision contained at Sr. No. 18 of "Schedule 'B' Conditions of Contract"

**12. Justification: -**

All disputes will be settled within the jurisdiction of the SKA University

**OTHER TERMS AND CONDITIONS: -**

1. The firms are required to mention bifurcation of their rates showing the detail of basic rates, excise duty, sale tax etc. in their bid. In case, the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of taxes/ duties ON THE CONTRACTED ITEM, no such increase will be allowed. However, if there has been any reduction in taxes/ duties, the same will be availed. No variation in taxes/ duties on raw material will be applicable.
2. All documents to be submitted by the tenderers with their offer should be self-attested in case the same are copies of original documents.
3. The Earnest Money Deposit of the tenderers will be forfeited to University Account and blacklisting/ debarring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
4. The authorized dealer should submit authority letter of their manufacturer, to quote the rates on their behalf failing which tender is liable to be rejected.
5. When manufacturer as well as its dealer/s both quote the rates in the same purchase case, then for the purpose of distribution of order, they will be considered as one offer & the order/ rate contract will be placed on that firm only which quoted lower rates among such offers & the offer as per NIT.
6. The Bid i.e., Technical Bid as well as Financial Bid is to be submitted online on web portal skau.ac.in. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical Bid. However, the firms have option to submit the supporting documents as required to be supported along with Technical Bid either in on-line mode along with their Technical Bids or in off-line mode in physical form to the office of SKA University by due date and time. In case supporting documents are to be supplied in physical mode, then it should be so specified in their Technical Bid and the supporting document must be deposited in the office of SKA University before the due date & time of opening of Technical Bids.
7. The Financial Bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids. The date & time of opening of the Financial Bids will be intimated in the due course.
8. The offer without prescribed Earnest Money Deposit, Tender Fee & E-Service Fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by SKA University authority.
9. The quantity of stores can be increased or decreased.



**SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA**  
(Established by the State Legislature Act-25 of 2017)

**BID DOCUMENT FOR ELECTRONIC TENDERING  
FOR HIRING OF VEHICLES**

**To**

**The Registrar,  
Shri Krishna AYUSH University,  
Kurukshetra.**

**SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA**

Electronic tender is invited on behalf of the Registrar, Shri Krishna AYUSH University, Kurukshetra under single bid system from reputed firms/transporters or individuals for hiring one Honda City SMT (AC) BS-IV or Maruti Ciaz Vxi (Petrol with AC) BS-IV, one Maruti Dzire LDI (AC) BS-IV and one Mahindra Boero Jeep LX MDI 2WD (Non AC) BS-IV or Mahindra Bolero Camper/Pickup (Non AC) BS-IV for a period of one year and further extendable for two more year. The tender document is available at the University website [www.skau.ac.in](http://www.skau.ac.in) and on [www.etender.hry.nic.in](http://www.etender.hry.nic.in) and can be download from the University website for **viewing w.e.f 27.08.2022**. The last date of submission of electronic bid document is **10.09.2022 upto 05:00 P.M.** Any amendment or correction in the tender document will be done by the University authority through [www.etender.hry.nic.in](http://www.etender.hry.nic.in). Prospective bidders are requested to regularly check the University website. The cost of bid document is Rs.2000/- and EMD as Rs.30,000/- which is to be deposit in the University account number 3287000100624483 through RTGS (Real time Gross settlement) / through DD in favour of Registrar, Shri Krishna AYUSH University, Kurukshetra and the proof of the deposited amount with scanned copy of should be uploaded while submitting the tender document. The tender document must be submitted only online to the Registrar, Shri Krishna AYUSH University, Kurukshetra through [www.etender.hry.nic.in](http://www.etender.hry.nic.in). The tender will be opened on **12.09.2022 at 11:00 A.M.** in the committee room of the University. The quotes or their authorized representatives are allowed to attend the meeting of tender opening committee at their own cost. Conditional tenders will not be accepted. Incomplete bids shall be summarily rejected. The competent authority of the University reserves the right to accept or to reject any or all bids without assigning any reason.

**Signature of the bidder with seal and stamp**

### Tender summary

Sr. No	Particulars	Remark
1.	Notice No.	01
2.	Sr. No of Tender	01
3.	Description of Vehicle	Tender for hiring of different types of air conditional/Non air conditional vehicle for a period of one year on monthly rental basis/daily rate basis extendable further for two more year
4.	Earnest money deposit	Rupees is 30,000 /-
5.	Cost of tender document	Rupees 2,000 /- per bid document
6.	Last date for Submission of bid document	Date 10.09.2022 upto 05:00 P.M.
7.	Opening date and time of the bid document	Date: 12.09.2022 Time: 11:00 A.M.
8.	Tentative date of work order	Within one month
9.	Date of providing vehicles	Within one month after work order for show room delivery vehicles
10.	Contact No. for any type of information regarding the bid document	01744-225809
11.	Account No. of the University IFSC Code Bank Name Branch	3287000100624483 PUNB0328700 Punjab National Bank Ratgal, Kurukshetra
12.	University website	<a href="http://www.skau.ac.in">www.skau.ac.in</a>
13.	NIC website	<a href="http://www.tender.hry.nic.in">www.tender.hry.nic.in</a>
14.	Total amount to be vehicle	Bid document + EMD Rs.2,000 + Rs .30,000 Total = RS.32,000/-
15.	Mode of Submission of bid	Online through <a href="http://www.skau.ac.in">www.skau.ac.in</a> <a href="http://www.tender.hry.nic.in">www.tender.hry.nic.in</a>
16.	Rates to be kept valid for acceptance upto	30 <sup>th</sup> September 2022

**NOTE:** Hard copies of Tender document duly signed along with proof of EMD and cost of tender document are to be placed in the sealed envelopes for specimens, which are to be submitted before the last date in the O/o Registrar, SKAU, kurukshetra after submission of online bids. Scanned copies of payment proof of EMD and cost of tender document should also be upload while submitting online E-Tender.

**Signature of the bidder with seal and stamp**

