



हेमवती नन्दन बहुगुणा उत्तराखण्ड चिकित्सा शिक्षा विश्वविद्यालय

123, गंगा विहार, उत्तराखण्ड हरिद्वार रोड, देहरादून – 248001

दूरभाष : 0135-2723321, 2723322; फ़ैक्स : 0135-2723323

वेबसाईट : www.hnbumu.ac.in, ई-मेल : info.hnbumu@gmail.com

पत्रांक : 198/एचएनबीयूएमयू/स्टोर/2015-16

दिनांक : 20 जून, 2015

विज्ञप्ति

विश्वविद्यालय में मासिक/दैनिक किराये पर वाहन उपलब्ध कराये जाने हेतु पंजीकृत/अधिकृत विभिन्न फर्मों से निविदायें आमंत्रित की जाती हैं। निविदा की शर्तें तथा निविदा फार्म किसी भी कार्यदिवस में रू0 500.00 + Tax मूल्य का किसी राष्ट्रीयकृत बैंक द्वारा वित्त नियंत्रक के नाम निर्गत बैंक ड्राफ्ट जमा कर विश्वविद्यालय कार्यालय से प्राप्त किये जा सकते हैं अथवा विश्वविद्यालय की वेबसाइट www.hnbumu.ac.in से डाउनलोड कर प्रयोग में लाया जा सकता है। निविदा प्रपत्र अहस्तान्तरणीय है।

क्र० सं०	विवरण	निविदा का मूल्य	धरोहर राशि	निविदा प्राप्त करने की तिथि व समय	निविदा प्रपत्र जमा करने की अन्तिम तिथि व समय	निविदा खोलने की तिथि व समय
1.	किराये पर वाहन लिया जाना	रू0 500.00 + Tax	रू0 20000.00	22.06.2015 से 05.07.2015 तक (10:00 से 05:00 बजे तक)	06.07.2015 (03:00 बजे तक)	06.07.2015 (अपरान्ह 3:30)

Signature

कुलसचिव

Tender Form No.
Sold On
Cost of Tender Form Rs. 500/- + Tax

Registrar
Sig. & Seal

Name & Address of the Firm:

M/s
.....
.....

Telephone No. Fax No.

**COMPETITIVE BIDDING
FOR
HIRING OF VEHICLES FOR TRANSPORTATION**

TENDER NOTICE NO. : **198/ HNBUMU/Store/2015-16**

Dated : **20.06.2015**

SALE OF TENDER BID DOCUMENT : **22/06/2015 to 05/07/2015 10.00 A.M. to 5.00 P.M.**

LAST DATE & TIME OF SUBMISSION OF SEALED

FINANCIAL BID. : **06/07/2015, 03:00 P.M.**

OPENING OF FINANCIAL BID : **06/07/2015, 04:00 A.M.**

BID SECURITY **Rs 20,000/-** In form of

Demand Draft in favour of Finance Controller, H.N.B. Uttarakhand Medical Education University,
Payable at Dehradun.

PLACE OF OPENING OF BID : **H.N.B. Uttarakhand Medical Education University,**
123, Ganga Vihar, Haridwar Road, Dehradun – 248001
Email : info.hnbumu@gmail.com; Website : www.hnbumu.ac.in

OPEN COMPETITIVE BIDDING FOR HIRING OF VEHICLES FOR TRANSPORTATION

SECTION-I. INVITATION FOR BIDS

H.N.B. Uttarakhand Medical Education University (HNBUMU), Dehradun invites sealed bids from eligible Transport Firms for hiring of vehicles for transportation

GENERAL TERMS AND CONDITIONS

- 1 The complete set of bidding documents may be obtained from the office of **H.N.B. Uttarakhand Medical Education University, Dehradun** by any interested eligible bidder by paying **Rs. 500/- + Tax** through Demand Draft in favour of Finance Controller, H.N.B. Uttarakhand Medical Education University, Dehradun as cost of the Tender documents along with an Application during office hours namely, from **10:00 A.M. to 05:00 P.M.**, on all working days in person. **Tender Form may also be download from University website www.hnbumu.ac.in and specified cost of form may be paid by way of demand draft in favour of Finance Controller, H.N.B. Uttarakhand Medical Education University, Dehradun.**
- 2 A completely filled bidding form will be received in University office only by by-hand /Registered/Speed Post.
- 3 Bidder firm should be a registered firm. In case information provided by Bidder is found ambiguous or vague Tender form will be rejected outright.
- 4 In the event of the date specified for bid receipt and opening being declared as a closed holiday for HNBUMU office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
- 5 In case of discrepancy between the price in words and figures the price in words shall prevail. Prices shall include all applicable taxes.
- 6 The Bidder shall indicate on the Price Schedule the total bid prices for the vehicle need to be hired. Prices shall be quoted in Indian Rupees. Prices quoted by the Bidder shall be fixed (including all cost) and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7 BID SECURITY

- i) The Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Schedule of Requirements.
- ii) The bid security is required to protect the HNBUMU against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- iii) The bid security shall be denominated in Indian Rupees and shall be in the form of a demand draft in favour of Finance Controller, H.N.B. Uttarakhand

Medical Education University, and Payable at Dehradun as specified in the bid document.

- iv) Any bid not secured in accordance above will be rejected by the HNBUMU as non-responsive.
- v) Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 14 days after the expiration of the period of bid validity prescribed by the HNBUMU.

11 FORMAT AND SIGNING OF BID

- i) The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- ii) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- iii) Any erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

12 SEALING AND MARKING OF BIDS

The Bidders shall submit the bid in a sealed envelope. The bid shall consist of the "Technical Bid" and "Financial Bid" which shall be put in sealed envelopes. The Bidder shall then put the Financial Bid, Technical Bid and filled and signed Tender form in an outer envelope and seal it.

13 THE INNER AND OUTER ENVELOPES SHALL:

- i) (a) be addressed to the HNBUMU at the following address:
H.N.B. Uttarakhand Medical Education University, 123, Ganga Vihar,
Haridwar Road, Dehradun - 248001.
(c) bear the Invitation for Bids (IFB) title and number, and "Opening Date & Time"
- ii) The inner envelope Financial Bid shall also indicate the Name and Address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- iii) If the outer envelope is not sealed and marked tender no, HNBUMU will assume no responsibility for the bid's misplacement or premature opening.

14 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the HNBUMU at the address specified no later than the time and date specified in the Invitation for Bids only through by-hand/Speed Post/Registered Post only. In the event of the specified date for the submission of Bids being declared a holiday for the HNBUMU, the Bids will be received up to the appointed time on the next working day.

15 LATE BIDS

Any bid received by the HNBUMU after the deadline for submission of bids prescribed by the HNBUMU, will be rejected and/or returned unopened to the Bidder.

16 OPENING OF BIDS

All the bids will be opened in the presence of Bidder's representatives (who choose to present) & Tender committee of the University. The Bidders or Bidder's representatives who would be present at the time of opening of bid shall sign in a register for evidence of their attendance.

17 EVALUATION AND COMPARISON OF BIDS

The HNBUMU will open the Technical and Financial Bids on a pre-determined day and evaluate the Technical and Financial Bids of the Bidders and who's Bid has been considered substantially responsive, lowest and acceptable, shall be intimated. No bid will be considered if the complete requirements covered in the schedule, is not included in the bid.

18 CONTACTING THE HNBUMU

- i) No Bidder shall contact the HNBUMU on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the HNBUMU, it should do so in writing.
- ii) Any effort by a Bidder to influence the HNBUMU in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

19 AWARD CRITERIA

HNBUMU will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20 H.N.B.U.M.U.'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The HNBUMU reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

21 NOTIFICATION OF AWARD

- i) Prior to the expiration of the period of bid validity, the HNBUMU will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.

22 SIGNING OF CONTRACT

- i) At the same time as the HNBUMU notifies the successful bidder that its bid has been accepted, the HNBUMU will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- ii) Within 3 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the HNBUMU.
- iii) Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the HNBUMU may make the award to the next lowest evaluated bidder or call for new bids.

23 CORRUPT OR FRAUDULENT PRACTICES

The HNBUMU requires that the Bidders observe the highest standard of ethics during the procurement and execution of such contracts. HNBUMU will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competition for the Contract in question.

24 SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the HNBUMU and the Bidder firm in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation and if any difference/dispute remain unresolved it shall remain within the Judicial Jurisdiction of Dehradun only.

25 TAXES AND DUTIES

Bidder firm shall be entirely responsible for all duties, license fees, road permits, and other Tax etc if any. The Income Tax / WCT or other applicable taxes at source, according to the existing rules will be deducted on all bills. In lieu of, a certificate on the prescribed form will be issued to the party by the HNBUMU.

SECTION II: SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENT

(To be inserted in the Bidding Documents by the HNBUMU, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s))

S.N.	DESCRIPTION of Item with Specification (F.O.R.)	Supply Schedule
1.	Supply of hired vehicles for transportation (not older than Three Years and be in good condition) whose detail has been given under head price schedule in section III of this Tender form	7th July, 2015 to 6th July, 2016

BID SECURITY..... Rs/-
Demand Draft in favour of "Finance Controller", H.N.B. Uttarakhand Medical Education University Payable at Dehradun.

SECTION III : FINANCIAL BID
(BID FORM AND PRICE SCHEDULE)

Date :

To : H.N.B. Uttarakhand Medical Education University,
124, Ganga Vihar, Haridwar Road, Dehradun – 248001.

Gentleman :

Having examined the Bidding Documents including Addenda Nos [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply vehicles to HNBUMU under hiring agreement in conformity with the said bidding documents for the sum as quoted under price schedule of this Tender Form or such other sums as may be ascertained in accordance with the Schedule of Price attached herewith and made part of this bid.

We undertake, if our bid is accepted, to supply hired vehicle specified in the Schedule of Requirements, we agree to abide by this bid for the Bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per bidding documents.

Dated this day of

(Signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE

Name and address of the Firm : _____

Subject: Tender for the Supply of "HIRING OF VEHICLES FOR TRANSPORTATION"

In case our bid accepted, we shall be legally bound to accept the terms and conditions laid down in the tender document and in case of failure the security amount deposited by us shall be forfeited. The price quoted by us is as under:

S.N.	Brief detail	Monthly Rent (in Rupees)	Daily Rent (in Rupees)	Per Km	
				Non AC	AC
1.	Tata Sumo				
2.	Indica				
3.	Indigo				
4.	Bolero				
5.	Scorpio				
6.	Toyota Innova (VX model)				
7.	Toyota Innova				
8.	Tempo Traveller (12 seater)				
9.	Swift Desire				
10.	Bolero Camper				
11.	Tata 407				-
12.	Tata Ace				-

Date : _____

Authorized Signatory _____

Place : _____

Name _____

Office Seal _____

Note : Vehicle should not older than three years and should be in good condition. The rates quoted will be valid for the period of agreement. Prices shall include all applicable taxes.

SECTION V: CONTRACT FORM

ARTICLES OF AGREEMENT

Articles of Agreement made onbetween The **H.N.B. Uttarakhand Medical Education University, Dehradun**. A university constituted under H.N.B. Uttarakhand Medical Education University Act-2014 having its Head Office at 123, Ganga Vihar, Haridwar Road, Dehradun (hereinafter called **H.N.B.U.M.U.**) of the ONE PART/FIRST PARTY.

AND

M/shaving its registered office at (hereinafter called **CONTRACTOR**, which expression shall, unless repugnant to the context include its successor in business, legal representative, administrative or permitted assigns) of the OTHER PART/SECOND PARTY.

WHEREAS The H.N.B.U.M.U. is desirous to HIRE DESIEL VECHILES FOR TRANSPORTATION (not older than Three Years and be in good condition) and has accepted a bid by the contractor against tender No. : **198/H.N.B.U.M.U./Store/2015-16** dated 20.06.15.

AND WHEREAS contractor has made the offer to duly comply with all the provisions of the bid document after making himself fully aware and understanding fully the implications of the term and conditions and specifications mentioned therein and which has been accepted by H.N.B.U.M.U. on the term and conditions mentioned hereafter and after ascertaining that the Supplier/printer is fully capable of comply with the aforesaid terms of the bid document.

WHEREAS the contractor has deposited with the H.N.B.U.M.U. Rs. as security deposit for the due performance of the agreement and completion of assigned work as per terms and conditions of tender form.

NOW THE AGREEMENT WITNESSES AS FOLLOWS:-

- (i) This agreement shall remain in force for the year 2015-16 from the date of commencement of this agreement deed. The rates quoted will be valid for the period of agreement.
- (ii) The following documents shall be deemed to form and be read and construed as part of this agreement.
 - a) The bid form and the price schedule submitted by the bidder.
 - b) The schedule of requirement and Work Order to be issued by the H.N.B.U.M.U. from time to time during the year 2015-16.
 - c) The technical bid specification.
 - d) The HNBUMU's Notification of award.

The H.N.B.U.M.U. may without prejudice to any other remedy for breach of contract may terminate the contract whole or in part or may impose penalty over contractor depending upon situation prevailing, If transporter fails to perform any obligation mentioned on above stated documents or breach the condition under this articles of agreement.

- (iii) The liability under relevant sections of Motor Vehicle Act 1960 and IPC causing death or Permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the Law.
- (iv) The engagement and employment of drivers and payment of wages to them as per existing provisions of various Labour Laws and Regulation is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of contract.
- (v) The contractor shall assign the job of driving of Hired Vehicles only to qualified experienced licensed Drivers and also assume full responsibility for the safety and security of the Officers/Officials as well as essential store items while running the vehicle by ensuring safe driving. HNBUMU shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 279 of IPC or under any other Act for the time being in force and any loss caused to HNBUMU have to be suitably compensated by the contractor.
- (vi) In no case a vehicle which is not registered for the Commercial Purpose shall be supplied to HNBUMU and taxes etc due on such vehicle shall be liability of the contractor. All vehicle make available by contractor to HNBUMU should have all the papers required under Motor Vehicle Act for running vehicle commercially on road including fitness certificate of vehicle.
- (vii) The contractor shall send the vehicle for periodical servicing at the cost of the contractor. HNBUMU will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing provided it should be reasonable. The cost of lubricants, repairs, maintenance, taxes, insurance e.t.c. will be to the contractor's liability.
- (viii) Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to HNBUMU as and when demanded in addition that the meter will be also tested by HNBUMU authorities, if found any discrepancy 25% of the month payment will be deducted.
- (ix) The vehicle should be provided with sign board "Hired to H.N.B. Uttarakhand Medical Education University" in front and rear side of the vehicle.
- (x) Payment Terms
 - (a) Monthly Bills shall be submitted in duplicate to the authority specified in contract (finance department) along with duty slips duly signed by the user and as per condition of the tender form.
 - (b) Any shortage in utilizing the contractual KM's in a particular month should be suitably adjusted over a period of subsequent 3(three) Months and as per rules.
 - (c) The payment of charges toward hiring of vehicles will be proportionate to the Number of days usage in that particular month, whenever the vehicles are ordered for short spell or whenever ordered, but not supplied as required.
- (xi) The payment will be made normally within 30 days by cheque after receipt of bill and as per rules applicable.
- (xii) A penalty of 5% per day subject to a maximum of 25% on the proportionate amount of the bill on account of the delayed supply of the vehicle will be imposed in case the supply is not made within the stipulated period.
- (xiii) The income tax / WCT or other applicable taxes at source, according to the existing rules will be deducted on all bills. In lieu of, a certificate on the prescribed form will be issued to the party by HNBUMU.
- (xiv) In event of any question, dispute or differences arising under this agreement or in connection therewith (except as to the matter the decision of which is specifically provided under the agreement), the same shall be try to resolve amicably by both

the Parties if the dispute or differences persists the same shall be referred to the sole arbitration of the Vice Chancellor of HNBUMU or any officer designated by him and the decision of whom will be final and binding on both the parties.

- (xv) This agreement is subject to the jurisdiction of the Courts in Dehradun only.
- (xvi) Any sum of money due and payable to the contractor (including security deposit refundable to him) under this agreement may be appropriated by the HNBUMU and set off the same against any claim of the HNBUMU.
- (xvii) HNBUMU may also by giving written notice and without compensation to the contractor terminate the agreement, if the contractor becomes unwilling, Bankrupt or otherwise insolvent without affecting its right of action or remedy.
- (xviii) Rest conditions will be applicable as per terms and conditions of tender form.

IN WITNES WHEREOF the parties hereto have caused this agreement to be executed through their respective authorized representatives on the day and year first above written.

Signed and delivered for and on behalf of HNBUMU by

Registrar, HNBUMU,
124, Ganga Vihar, Haridwar Road,
Dehradun- 248001

Signed on behalf of **M/s**by
.....R/o.....
.....as proprietor/Authorised Representative of firm.

In presence of witness

(a)
.....
.....

(b)
.....
.....