

No. Shiksha-H (1) B 3-5/74/2001
Director of Higher Education
Himachal Pradesh

Dated: Shimal-171001 the 17th August 2010

TENDER NOTICE FOR LEASE OF VEHICLES

Tenders are invited from interested parties/ companies for lease of three Alto vehicles with drivers for use by the Department of Higher Education at Shimla/outside Shimla/other Districts of State.

The tender should reach the office of undersigned upto 3.00PM on 6th September 2010 and shall be opened on the same date at 3.30 PM in the presence of intending tenderers or their representatives who wish to be present. The terms and conditions of tender notice can be obtained in person from Supdt. G-II of Store Branch Directorate of Higher Education, HP on any working day from 3.00PM to 5.00PM on payment of RS. 100/- only. The terms and conditions of tender notice can also be obtained through post upto 30/08/10 on payment of Rs. 125/-

Sd/-
Director of Higher Education
Himachal Pradesh

Copy to:-

1. The Director, Information & Public Relations, H.P. Shimla—171002. You are requested to publish the above tender notice in Hindi & English news papers.
2. Taxi Union, Main Bus stand Shimla-171001.
3. Taxi Union, Kasumpti Shimla-171009.
4. Taxi Union, Boileauganj Shimla-171005.
5. Taxi Union, Totu Shimla-11
6. M/S Naresh Tours & Travels, Chaura Maidan Shimla.
7. M/S Anurag Travels, Kashmiri Lal Building, Kanlog, Khalini , Shimla.
8. M/S Shivam Tours & Travels, Chakkar Shimla-5
9. M/S Montu Travels Near 66KB Power House New Totu Shimla-11
10. Notice Board of the office.

Sd/-
Director of Higher Education
Himachal Pradesh

No. Shiksha-H (1) B 3-5/74/2001
Directorate of Higher Education
Himachal Pradesh Shimla-1

Dated: Shimal-171001 the

17th August 2010

Subject:- Instructions to the bidder and terms and conditions of the Tender.

1. The tenders should be on the prescribed proforma at **Annexure-A**, and be submitted under sealed cover super scribing the tender number and date of opening. In side the sealed cover, the tender and the Earnest Money Draft should be submitted in two separate covers on which EMD and financial bid should be written prominently.
2. Earnest money amounting to Rs. 5000/- per vehicle in the form of demand draft in favour of Director of Higher Education Himachal Pradesh, Shimla-1 payable at Shimla may be enclosed with the offer, in a separate envelop. The offer not accompanied with EMD will be returned un-opened / without reading the quoted price. In case of acceptance of rates / award of contract the EMD will be converted into security deposit. The Earnest money shall be refundable after deduction of 2% processing fees to the successful bidder after successful completion of contract. The EMD of the unsuccessful bidders shall be returned after 7 days from the date of the finalization of the tender. No interest shall be paid by the Department of Higher Education, on EMD.
3. A bidder can quote only one bid. In case more than one bid have been offered, the tender of the bidder shall be liable to be rejected straight way without assigning any reason.
4. An amount equal to ten percent of total monthly bill shall be retained by the Education Department every month towards security deposit till such retention money is added upto maximum three month's charges. There shall be opened and maintained a Bank Account in the Name of Director Higher Education Himachal Pradesh for this purpose. After the amount equal to three months charges is accumulated in the Bank Account towards security deposit the same alongwith the amount of EMD obtained under condition 2 above, shall be converted into an FDR. The amount of security deposit retained under this condition and the amount of EMD converted into security deposit under condition number 2 above shall be refundable to the contractor on successful completion of contract after deducting the amount of penalty, if any imposed for contravention of terms and conditions of tender / contract, without interest, as the case may be.
5. Monthly running of the vehicle would be 3000 Kilometers approximately. This is only indicative and the vehicle would be required to run more or less

than this figure as per requirement without any limit. The odometer of the vehicle will be jointly sealed by the owner and Education Department. No vehicle without working odometer shall be acceptable. In specific cases of odometer breakdown, the permission for running the vehicle shall be obtained from the Department.

6. The contract for hiring of any vehicle can be terminated by serving one month notice from either side without assigning any reason.
7. The offer will remain valid for a period of four months from the date of the tender opening.
8. The rates offered shall be valid for 24 months from the date of opening the tender. The contract would be for a period of 24 months from the date of award. The Department reserves the right to extend the contract further for a period of 12 months after satisfactory performance.
9. In case the date of receipt / opening of tenders happens to be a holiday, same shall be received / opened on the next working day.
10. In case of acceptance of bid / rates, the successful bidder shall have to sign an agreement with the concerned department regarding terms and conditions of hiring the vehicle in form appended as Annexure-B.
11. The undersigned reserves the right to reject any or all the quotation(s) without assigning any reason thereof.

12. **Eligibility Criteria:**

The bidder should be from a local area and a bonafide resident (Documentary proof in this regard should be attached).

Definition

- (a) **Local Area:** Local Area means an area / tehsil in which the Government office falls. In case two or more locations in different tehsils are involved in one tender or work contract then all these will form local area for that contract work. For example, entire Shimla Municipal Corporation as well as Shimla Tehsil or where Government Office falls shall be considered as "local area" for the above purpose.
- (b) **Local Bonafide Resident:** A local bonafide resident means a person who is a bonafide resident, owns land / house, owns commercial establishment or otherwise works for gain, exercises a right of franchise and is duly registered in the records of Gram Panchayat / Municipality of the Local Area / Office situated within tehsil of local area.

Terms and Conditions of the Contract

Condition of vehicle, Service, maintenance:

1. The vehicle should be fitted with basic amenities.
2. The vehicle should be in good working order and should be new model 2009-2010. In no case the model should be older than one year and total mileage covered till the date of filing bid should not exceed 25,000 Kilometers. The owner should have valid permit of taxi / commercial for plying the vehicle in HP as well as all over India.
3. Monthly running of the vehicle would be 3000 Kilometers approximately. This is only indicative and the vehicle would be required to run more or less than this figure as per requirement without any limit. The owner in addition, shall also be entitled for extra running of hired vehicle beyond 3000 kilometers per month at the rate as tendered or negotiated by him at the capacity of a successful bidder per kilometer. The odometer of the vehicle will be jointly sealed by the owner and concerned Department. No vehicle without working odometer shall be acceptable. In specific cases of odometer breakdown, the permission for running the vehicle shall be obtained from the Department.
4. (A) The registration fee, payment of route permits, renewal of route permits, payment of all taxes and levies and passing of vehicle shall be the responsibility of the owner. It will be the responsibility of the owner to obtain the necessary permit to ply the vehicle on restricted / sealed roads in Himachal Pradesh and the fee / cost on this account shall be payable by the Department.

(B) The owner should have necessary permit to ply the vehicle. Payment of all taxes including toll tax / entry fee at barriers etc. within Himachal Pradesh and interstate shall be the responsibility of the owner.
5. The vehicle should possess two sets of loose white covers so that these can be changed alternately, after washing / dry cleaning. The cost of washing / dry cleaning of these covers will be borne by the owner himself. The seat covers of the vehicle shall be replaced / changed weekly. The owner shall maintain vehicle in good condition and keep it neat and clean regularly. In case the owner fails to undertake the job in terms of the contract, the Department as the case may be shall undertake the same at his cost.
6. The owner shall provide driver having good integrity, valid driving license and with at least five years experience of driving on all types of roads. In no case driver will be allowed to be replaced without prior approval of the Department as the case may be.

7. The vehicle shall be stationed at the Department Complex. The vehicle should be available on 24 hours basis on all working days. It should be parked by the owner at his own risk and responsibility. After working hours owner will make his own arrangement to park the vehicle.
8. One day weekly rest shall be allowed, which shall be fixed by the Department. In case the hired vehicle is plied on weekly rest day, the proportionate payment / compensatory off shall be allowed accordingly with prior approval of the Head of Office to which the hired vehicle is attached.
9. Driver must have a mobile phone with a local number for better coordination with Department's representative. The cost / expenditure on this account shall be borne by the owner himself.
10. Besides normal office working hours on all working days, the vehicle should have also to be made available by the owner, on all the remaining hours of the day within ½ an hour at call. Besides above, on all working / non working days also, the vehicle should be made available within ½ an hour of the call for all the 24 hours of the day.
11. The vehicle shall be plied on Kacha Pucca Road within Himachal Pradesh as per requirements and can be called for use at any time.
12. All the petty / major repairs of the vehicle shall be carried out by the owner at his own cost.
13. (A) The Driver/ owner shall keep and maintain a log book of vehicle which should be completed every day. The government Officers using the vehicle will verify the journeys in the log book. In case of incomplete log book, it shall be considered that the vehicle has not been used by the Department.

(B) The hired vehicle shall be treated as an official vehicle of Department. No private journey and its use as a taxi will be allowed. However, journey performed for repair of vehicle from office to parking place or any other type of journey will be allowed with the prior permission of the Department. In case of non compliance of this condition, a penalty of Rs. 8/- per Kilometer shall be imposed as per actual reading of odometer and the amount of penalty shall be deducted from the running bill of the contractor.

(C) In case of any breakdown of hired vehicle, the owner will provide substitute vehicle of the same specification immediately, otherwise a penalty of Rs. 1,000/- per day will be imposed and the recovery to this effect will be made either from the running bill of the owner or from security deposit.

(D) In case if the contractor is not able to deploy the vehicle of equivalent substitute due to reasons of the major breakdown, damage of vehicle, theft, major accidents and if he deploys another vehicle of lower category then an amount of Rs. 500/- per day shall be deducted from running bill of the month.

(E) In case the breakdown of hired vehicle on tour at outstation, the owner shall also provide substitute vehicle of the same specification immediately, otherwise a penalty of Rs. 1,000/- per day will be imposed and the recovery to this effect will be made either from the running bill of the owner or from security deposit.

Terms of Payment

14. The department shall make the monthly payments either by cheque or through demand draft to the owner / contractor within one month after the submission of the bills as per his entitlements under terms and conditions of the contract and after the deduction of penal amount if any inflicted for lapse.
15. In case of any breakdown of hired vehicle, the owner will provide substitute vehicle of the same specification immediately, otherwise a penalty of Rs. 1,000/- per day will be imposed and the recovery to this effect will be made either from the running bill of the owner or from security deposit. In case the owner fails to provide the vehicle within the scheduled time due to the reason beyond his control or due to natural calamities the condition of imposing the penalty for the lapse on part of the owner of hired vehicle shall be waived off after ascertaining the justification of the case. However, payment for these days shall not be made.
16. Normal duty hours will be 12 hours per day i.e. 8.00AM to 8.00PM. And for duty performed during the hours other than office hours in excess of 12 hours a day, the payment @ Rs. 15/- per hour will be made in addition. These charges shall not be paid in case the vehicle is deputed out of headquarter / place or operation, in which case night charges @ Rs. 100/- per night shall be payable to the driver to meet out the expenses at out station.
17. State Government will not pay for lubricants / coolants/ grease etc.
18. The expenses for all the journeys on account of filling up fuel / repairs of hired vehicle etc. performed by the driver during his halt at the station / at headquarters from his residence / place of parking to place of duty shall not be payable by the Department.

19. Department shall have the right to deduct taxes / TDS / bank charges etc. at source as applicable as per rules in force from time to time.
20. Service tax / charges if applicable shall be borne by the owner.

Third Party Liabilities

21. The owner of the vehicle shall be responsible for compensation payable arising out of accident / payment to third party, if involved. No compensation in case of accident / damage to vehicle or for death / injury to the driver will be made by the Department.
22. In case the loss to property of Education Department is caused due to the negligence on the part of the driver of hired vehicle, such losses shall be borne by the owner and the same shall be recoverable from security deposit.

Dispute Resolutions

23. In case of dispute arising out of the above conditions, the dispute will be resolved as per Arbitration and Conciliation Act, 1996. For Un- resolved disputes the court at Shimla alone shall have the jurisdiction to adjudicate upon.

Supplementary Conditions

24. The owner and driver of hired vehicle shall abide by the entire conditions of the tender document and instructions of the Education Department issued in this regard from time to time.
25. The Driver shall maintain friendly working environment and office decorum. He should possess qualities such as politeness, submissiveness, loyalty, decent behaviour, soberness, honesty etc.
26. In case of mis-behaviour of driver with the office staff, the contract of hiring vehicle shall be liable for termination by serving one month notice upon the owner or otherwise a penalty of Rs 1,000/- per day will be imposed and recovered either from running bill of the owner of hired vehicle or from security deposit.
27. The Director Higher Education shall be competent authority to invoke the penal provisions for contravention of terms and conditions of contract and agreement entered into and other lapses on part of the contractor.

Sd/-

**Director of Higher Education
Himachal Pradesh**

ANNEXURE-A

Schedule for hiring three Alto vehicles alongwith Driver for Department of Higher Education Himachal Pradesh

Sr. No.	Description	Rate (Rs.)
1.	Hire charges with driver, all other expenses and fuel cost upto 3000 Km / Month of running.	Rs. _____ P.M.
2.	Extra running above 3000 Kms.	Rs. _____ Per KM

- Note:-** (1) Service tax if applicable may be mentioned separately as the same has to be borne by the owner of the vehicle.
- (2) The bidder with lowest bid in respect of serial number 1, will be considered as successful bidder, if the bid filed by him in respect of serial number 2, is also lowest. However, if the bid filed by him in respect of serial number 2, is on higher side then he will have to negotiate for charging the rate per kilometer as per lowest rate quoted by the other bidders in this respect.

Sd/-

**Director of Higher Education
Himachal Pradesh**

ANNEXURE-B

Instructions to the bidder and terms and conditions of the Tender

(See Instruction No-10)

Form of contract / agreement to be executed between the ----- (Name of the Owner / Contractor) and the Government of Himachal Pradesh, through Director of Higher Education -----

This agreement is made on this -----day of -----in the year----- between Sh. -----Owner of taxi No -----M/S-----

the successful bidder (here-in –after called the first Party), and the Governor Himachal Pradesh, through Director of Higher Education, Himachal Pradesh (here-in–after called the Second Party).

Whereas, the second party has engaged the aforesaid first party and first party has agreed to provide the services of taxi to Education Department on the following terms and conditions:-

(1) The First party shall provide the services of taxi to the second Party-----
-----for a period of two years commencing on day of -----

It is specifically mentioned and agreed upon by both the parties that the contract of the first party with second party shall ipso-facto stand continued for next two years subject to satisfaction of terms and conditions of tender and this contract agreement.

(2) The amount of the contract for providing the services of taxi by the first party to second party will be ----- per month for every 3000 kilometers. The first party in addition, shall also be entitled for extra running of hired vehicle beyond 3000 kilometers per month @ -----per kilometer.

(3) The contract of providing services of taxi to second party will remain in vogue subject to abiding by the terms and conditions of tender. In case of violation of terms and conditions of tender the contract would be liable for termination.

(4) The contract for hiring of taxi can be terminated by serving one month notice from either side without assigning any reason.

(5) The registration fee, payment of route permits, renewal of route permits, payment of all taxes and levies and passing of vehicle, payment of all taxes including toll tax / entry fee at barriers etc. within Himachal Pradesh and interstate shall be the responsibility of the first party. It will be the responsibility of the first party to obtain the necessary permit to ply the vehicle on restricted / sealed roads in Himachal Pradesh and the fee / cost on this account shall be payable by the second party. All the petty / major repairs of the vehicle shall be carried out by the first party at its own cost. Service tax / charges if applicable shall also be borne by first party.

(6) The vehicle shall be stationed at the Department Complex. The vehicle should be available on 24 hours basis on all working days. It should be parked by the first party at its own risk and responsibility. After working hours first party will make its own arrangement to park the vehicle.

(7) One day weekly rest shall be allowed, which shall be fixed by the Department. In case the hired vehicle is plied on weekly rest day, the proportionate payment / compensatory off shall be allowed accordingly with prior approval of the Head of Office to which the hired vehicle is attached.

(8) Besides normal office working hours on all working days, the vehicle should have also to be made available by the first party, on all the remaining hours of the day within ½ an hour at call. Besides above, on all working / non working days also, the vehicle should be made available within ½ an hour of the call for all the 24 hours of the day.

(9) The hired vehicle shall be treated as an official vehicle of Department. No private journey and its use as a taxi will be allowed. However, journey performed for repair of vehicle from office to parking place or any other type of journey will be allowed with the prior permission of the second party.

(10) The first party shall abide by all the terms and conditions of tender. In case of contravention of any term and condition, the first party shall be liable for such penal action as the second party may determine under terms and conditions of tender.

(11) Normal duty hours will be 12 hours per day i.e. 8.00AM to 8.00PM. And for duty performed during the hours other than office hours in excess of 12 hours a day, the payment @ Rs. 15/- per hour will be made to first party in addition. These charges shall not be paid in case the vehicle is deputed out of headquarter / place or operation, in which case night charges @ Rs. 100/- per night shall be payable to the driver to meet out the expenses at out station.

(12) The second party shall not pay for lubricants / coolants/ grease etc. Like wise the expenses for all the journeys on account of filling up fuel / repairs of hired vehicle etc. performed by the driver during his halt at the station / at headquarters from his residence / place of parking to place of duty shall not be payable by the second party.

(13) The first party shall submit its bill during the first week of succeeding month. The payment shall be released with in 30 days for the amount of the entitlement of the first party either through demand draft or by cheque.

(14) In case of any breakdown of hired vehicle, the first party will provide substitute vehicle of the same specification immediately, otherwise a penalty of Rs. 1,000/- per day will be imposed and the recovery to this effect will be made either from the running bill or from security deposit.

(15) In case the first party is not able to deploy the vehicle of equivalent substitute due to reasons of the major breakdown, damage of vehicle, theft, major accidents and if he deploys another vehicle of lower category then an amount of Rs. 500/- per day shall be deducted from running bill of the month.

(16) The first party shall be responsible for compensation payable arising out of accident / payment to third party, if involved. No compensation in case of accident / damage to vehicle or for death / injury to the driver will be made by the second party.

IN WITNESSES the FIRST PARTY AND SECOND PARTY have herein to set their hands the day , month and year first above written.

IN THE PRESENCE OF WITNESS:-

1.-----

(Name and full address)

2.-----

(Name and full address)

Signature of the first party.

IN THE PRESENCE OF WITNESS:-

1.-----

(Name and full address)

2.-----

(Name and full address)

Signature of the Second party.