

Directorate of Higher Education
Himachal Pradesh, Shimla-1

SHORT TERM TENDER FOR HIRING OF VEHICLE SERVICES (TAXI)

(Schedule of Tender)

Date of Publication of Tender	30.12.2021
Sale/downloading of tender document form	30.12.2021
Last date for receipt of duty filled in tender	14.01.2022 up to 12.30PM
Date & Time for opening of Technical Bid & Financial Bid or tender	14.01.2022 3.00PM

Cost of tender document: Rs.500/- (Five Hundred Only)

Earnest Money deposit: Rs. 45,000 /-(Forty five thousand only)

The Director Higher Education invites tender for hiring of 03 Bolero vehicles (with driver) i.e. vehicle of model of make such as Bolero for office use for a period of one year after award of contract. The bidder shall provide vehicle of model not older than April, 2019 and the vehicle should be in excellent condition.

The contract will be governed by the terms and conditions laid down in the tender document. The tender document can be downloaded from the Department website (www.education.hp.gov.in) or can be collected from the office of the undersigned on any working day and the cost of tender document and earnest money should be submitted in the shape of separate Demand Drafts in favour of Director Higher Education, Himachal Pradesh, Shimla-1 payable at Shimla. Both the Draft should be put in the envelope containing technical Bid.

BIDDERS QUALIFICATION

(Certificates to be submitted along with Technical Bid)

1. Check list for Pre Qualification cum Technical Bid as per PERFORMA "I" duly filled in, along with all the documents as mentioned in "procedure for submission of bid" duly stamped and signed by the Authorized Signatory must be attached.
2. Incomplete and conditional Tenders will not be accepted.
3. Subletting the assigned work is strictly prohibited.
4. All the pages of the Tender submitted must be serially numbered, stamped and signed by the authorized signatory.
5. Consequent upon acceptance of the Bid, the Tender Document will be deemed to be converted into a Contract Agreement.

Main terms & conditions for the bidders participating in the tender:

1. The Bidder should quote monthly rates inclusive of all charges i.e. fuel, repair, driver charges, parking charges etc. GST as applicable will be extra The bidder shall quote separately in respect of each mileage rates per km above 1500 Kms and night halt etc. as per Financial bid proforma.
2. The vehicle will be required from 8.00 AM to 8.00 PM on all working days and even in the late hours or as per requirement on tours. The vehicle should be fitted with basic accessories (including heater and A.C.).
3. All type of repair shall be carried out by the Contractor at his own cost.
4. The contractor shall keep and maintain log book with the vehicle, which should be completed every day . The Department staff will verify the journey in the log book.
5. The vehicle shall be treated as an official vehicle of Department of Higher Education Himachal Pradesh. No private journey/use as taxi will be allowed during the contract period.
6. In case of any breakdown, the contractor will provide substitute vehicle immediately, otherwise a penalty of Rs. 500/- per day will be imposed and the recovery of the same will be made from the monthly running bill of the vehicle.
7. Department will not pay for lubricants/coolants/parking fee /POL/tax/barriers toll etc.
8. All the journey performed on account of filling of fuel/repair and cost incurred by the driver during his halt at out station/at headquarter from his residence/place of parking to place of duty shall not be paid by Department.
9. 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.
10. The contractor of the vehicle shall be responsible for compensation payable arising out of accident payment to third party, if warranted. No compensation in case of accident/damage to vehicle or for death/injury to the driver will be made by Department.
11. In case of loss of property of Department is caused due to the negligence on the part of the driver of the vehicle, such losses shall be borne by the contractor.
12. Beside normal working hours on all working day, the vehicle should be made available on all the remaining hours of the day within half an hour of call. Beside this, on non-working days too, the vehicle shall be made available within half hour of the call for all the 24 hours of the day.
13. Driver deployed on vehicle should have a mobile phone with a local number for better coordination and should wear the uniform. The cost/ expenditure on this account

shall be borne by the contractor. Switching of mobile or non-response to phone call by driver (either on Mobile or on local number) would be treated as non availability of vehicle and penalty of Rs. 500 /- per day would be imposed and recovery of the same will be made from the monthly running bill.

14. The driver should have good health and shall observe all the protocols and etiquettes.
15. The driver of the firm should possess sound health and be free from diseases especially contagious and frequently occurring diseases.
16. All the drivers engaged by the service provider for carrying out task under this contract shall be deemed to the employees of the service provider, wages and allowances as per the minimum wages act of the State Government and all statutory dues to the persons shall be the obligation of the contractor. The agency/contractor shall be solely responsible for their wages, fringe benefits etc.
17. The driver with a valid driving license, for commercial vehicle, shall be provided by the owner of the vehicle and salary as well as other facilities to his shall be paid/borne by the owner. In no case the driver will be allowed to be replaced without prior approval of the Department. As per office requirements the vehicle is required to ply within or outside the State. So all the paper formalities like tax deposit, insurance, pollution check, road permit, toll tax etc. should be cleared in all respects by the owner of the vehicle. ***The driver deployed should have appropriate character verification from the police.***
18. All vehicle shall have two sets of loose white seat covers for alternative use and shall be changed weekly. Cost of cleaning of the same will be borne by the contractor.
19. Photocopies of the documents i.e. Registration Certificate, valid insurance, tax clearance certificate and valid taxi number issued by the competent authority should be submitted along with the Tenders Technical Bid and in case of award of contract the same may be got renewed from time to time.
20. *The contract shall be remain valid for the period of one year from the date of its award/signing of contract and can be extended on year to year basis on the performance of the service provider and after mutual consent on the same terms and conditions.* The contract for hiring a vehicle can be terminated by serving one month notice from either side without assigning any reason. However, the same may be terminated at any time as and when new vehicle is purchased by the department or if unsatisfactory services are provided as per sole judgment of Department.
21. The successful bidder shall be liable with regard to compliance of all the laws and regulation, rules and directions given by any statutory authority with regard to safety, Labor law or any other laws enforce in the State of H.P.
22. The firm shall at all times identify and keep indemnified the owner and its officer, servant and agents for and against all third party claims whatsoever(including claim not limited to property loss and damage, personal accident, injury or death of the property or person of any sub contract or its servants or agents of the firm any sub firm) and or the owner and the firm shall at his own cost and initiative at all times, maintain all liabilities under workman Compensation Act/Fatal Accident as personal injury, personnel insurance Act and or their Industrial Legislation from time to time in force.
23. The meter reading at the start and close will be entered in the log book. Any cheating in both the reading will be treated as violation of agreement and will invite penalty @

Rs. 500/- per case. Tender inviting Authority reserve the right to decide the violation and will not be challenged by the service provider. Copy of the log book should be submitted along with the bill.

24. Income Tax (TDS)/ GST as applicable at prevailing rate will be deducted at source.
25. The lowest bidder/owner of the vehicle will have to deposit a sum of Rs. 75000/- (Seventy Five Thousand only) as security in the shape of FDR/Bank Guarantee duly pledged in the name of undersigned, which shall be released after the expiry of contract period of the year or on the termination of agreement whichever is earlier.
26. In case of failure to perform the duty satisfactory, the security deposit shall be forfeited and credited into Department accounts. Besides this the contract shall also be terminated straightway.

27. The Department reserves the right to reject any one of the Tenders or all without assigning any reasons.
28. Any dispute arising thereon shall be subject to the jurisdiction of Shimla only. In the event of dispute, the same shall be referred for arbitration to the Secretary (Education) to the Govt. of HP. The award of the Arbitrator shall be final and binding on both the parties.
29. The bidder/owner of the vehicle shall provide a substitute vehicle in case the contracted/hired vehicle is sent for repair failing which penalty would be imposed @ Rs. 500/- per day. Department reserve the right to terminate the Agreement and forfeit the security in the case of non-availability of vehicle for two or more consecutive days. The bidder will be required to keep the offer open for acceptance for a period of 90 days from the date of opening the technical bid.
30. In case the successful bidder is not able to deploy the vehicle because of major breakdown, damage of the vehicle, theft, major accident and request for deploying another vehicle of lower category (agreed to by Department) then an amount of Rs. 500/- per day shall be deducted as penalty.
31. The Department reserves right to ask the driver to keep the keys and papers of the vehicle in the office at the end of the day.
32. The bidder shall provide vehicles (taxies) of model nor older than April, 2019 and the vehicles should be in excellent conditions.
33. Rates should be quoted in the prescribed format, PERFORMA-II
34. Rates should be quoted in Indian currency complete in Rupees and Paise only.
35. The tendered / supplier who has been awarded the work, will submit his bill in duplicate to the Director Elementary Education, HP, Shimla-1 for arranging the payment along with the photocopies of log book of the vehicle duly verified by the authority using the vehicle and the bill must contain GST No./ Bank Account No./ IFSE Code.
36. NOTE:- The Tenderer must go through these Terms & Conditions very carefully, and affix his/her signature(s) in token of acceptance of these Terms & Conditions.

PROCEDURE FOR SUBMISSION OF BIDS

1. There shall be a Two-envelope system followed in this Tender. The Bids shall be submitted in the following manner:
(a) Technical Bid in one envelope and should contain the followings:-
 - (i) General information and checklist as per PERFORMA-I.
 - (ii) Demand draft of Rs. 500/- towards the cost of tender document downloaded from the website.
 - (iii) Demand draft of Rs. 45,000/- (Rs. Forty five thousand) only towards Earnest Money.
 - (iv) The bidder shall submit copy of experience certificate of minimum two years for providing vehicles (Taxi) to Central Govt./ State Govt./Semi Govt./Autonomous Bodies.
 - (v) The bidder shall submit copy of PAN.
 - (vi) The bidder shall submit copy of GST registration.
 - (vii) The bidder shall submit the copies of Income Tax Returns for the financial year 2019-2020 ,2020, 2021**(b) Financial Bid in the second envelope and should contain PERFORMA "II"**
2. The Technical Bid in the prescribe format (PERFORMA I) should be filled in original, and along with all attachments should be sealed in one envelope, super scribed as "Technical Bid". The Bidder should put his seal and sign on all pages (serially numbered) of the Pre-qualification cum Technical Bid.
3. The Financial Bid in the prescribed format (PERFORMA II) should be filled in original and sealed in another envelope, super scribed as "Financial Bid". The Bidder should put his seal and sign on all page(s) thus enclosed.
4. Both the Technical & Financial Bid sealed envelopes should then be enclosed in a single envelope which should bear the name of the Bidder and should be super scribed as "Technical & Financial Bid for the Supply of Vehicles on hiring basis".
5. The main envelope thus prepared should also indicate clearly the name, address and telephone no. of the Bidder, in order for the Bid to be returned unopened to the Bidder, for any reason whatsoever.
6. Pre-qualification cum Technical Bids will be opened on the prescribed date and time and checked for submission of EMD and other documents, as specified.
7. Bids received after the due date and times are liable to be rejected straight away, and shall be returned unopened to the Bidder.

TENDER EVALUATION

1. The Pre-qualification cum Technical Bid will be opened and evaluated on 14.01.2022 at 3.00PM in the chamber of the Joint Controller (F&A), Department of Higher Education H.P. in the presence of the Bidders or their Authorized Representatives (one from each party), whosoever would like to be present.
2. Following scrutiny, Financial Bids of technically qualified Bidders will be opened in the chamber of the Joint Controller (F&A) Education , H.P. in the presence of the Bidders or their Authorized Representatives (only one allowed), whosoever would like to be present, either on the same day or at a date & time to be intimated later on.

3. The L1 bidder shall be decided on the basis of minimum basic rates quoted for hiring the vehicles for 1500 Kms. If the base rates of two lowest bidders for 1500 are same, then the L1 will be decided the lower rates quoted for extra kilometers. Further, if such vendors have same rates for extra kms also, the L1 will be decided on lower rates
4. The rates quoted for different vehicles by the L1 BIDDER, IF EXCEEDS THE RATES NOTIFIED BY Sub Division Officer (Civil) Shimla (Urban) for the current year, the rates so notified shall be adopted as L1. Further negotiations are also applicable on these notified rates.
5. In case the L1 does not agree to adopt the lesser rates notified by SDM office Shimla (Urban), the Department will provide the opportunity to tenderers in ascending order to adopt the such quoted rates to finalize the L1. Department reserves the rights to reject the rates of the bidders and the whole tender itself, if the final rates are not acceptable to Department .
6. The successful Bidder i.e. Supplier shall be then issued the award letter.
7. Bidders are expected to carefully examine all instructions, PERFORMAs, terms & conditions and specifications in the Tender Document. Failure to furnish all information required in the Tender Document, or submission of a Bid not substantially responsive to the Tender Document in every respect, will be at the Bidder's own risk and may result in the rejection of the Bid.
8. The bidder shall not be permitted to correct or withdraw material deviations or reservations, once the Tenders have been opened
9. The Committee shall scrutinize the Tenders and arrange to prepare a Comparative Statement, of the Rates quoted for the vehicle(s) subject to conditions laid down at Sr.No. 4 & 5 of Tender Evaluation.
10. The Department will thereafter negotiate with the Tendered whose Tender is found in order, on a notified date to evolve uniform Rates
11. The rates so negotiated shall be subject to approval by the competent authorities, before being made applicable.

NOTE: - The Tenderer must go through these Terms & Conditions very carefully, and affix his/her signature(s) in token of acceptance of these Terms & Conditions.

Director of Higher Education
Himachal Pradesh.

CHECK LIST (ATTACHMENTS with TECHNICAL BID)

No	ATTACHMENT	YES/NO	PAGE No.(s)
1	Demand draft of Rs. 500/- towards the cost of tender document downloaded from the website.		
2	Demand draft of Rs. 45,000/- (Rs. Forty five thousand) only towards Earnest Money.		
3	The bidder shall submit copy of experience certificate of minimum two years for providing vehicles (Taxi) to Central Govt./State./Semi Govt./Autonomous Bodies.		
4	The bidder shall submit copy of PAN.		
5	The bidder shall submit copy of GST registration.		
6	The bidder shall submit the copies of Income Tax Returns for the financial year 2019-2020 or 2020-2021		

Signatory

Signature of Authorized

PERFORMA FOR HIRING OF VEHICLES
(From monthly 1500 km)

Category	Description	Bolero		
Rate Description	Base Rate for monthly 1500 km			
	Extra running charges above prescribed mileage			
	Night halt charges out of HQ			
	Extra Charges per hour after 8.00 pm			

Rates shall be inclusive of all charges such as driver honorarium / fuel charges/ repairs/ parking etc. GST as applicable will be extra.

Note:-

1. The rates are inclusive of all charges i.e. Driver charges / parking /fuel/ levies / other charges etc.
2. GST extra is applicable from time to time.
3. I have also gone through all the terms & conditions and agreed with the same.

(Signature and address of the owner)

Date:

Time:

**GENERAL
INFORMATION**

NAME OF FIRM/ COMPANYAY	
Nature of the Company/Firm/Organization (Govt./Public/Private/Partnership/Proprietorship)	
Registered Address	
Telephone No.	
Fax No.	
E-Mail ID	

Stamp of the Firm/Bidder