

हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
Central University of Himachal Pradesh

कैंप कार्यालय, नजदीक एच.पी.सी.ए. क्रिकेट स्टेडियम, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश - 176 215
CAMP OFFICE, NEAR HPCA CRICKET STADIUM, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH – 176215
Phone No. 01892-229330, 229574, Fax No. 01892-229331

TENDER DOCUMENT

FOR

HIRING OF VEHICLES



REFERENCE NO.	03/2021/CUHP/NIT
DATE OF ISSUE OF TENDER	08 th JULY, 2021
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	28 th JULY, 2021
TIME AND DATE FOR OPENING OF THE TENDER (Technical bid)	Notice in this regard shall be uploaded on University Website
PLACE OF OPENING OF THE TENDER	Central University of Himachal Pradesh Camp Office near HPCA Cricket Stadium, Dharamshala, District Kangra H.P.
ADDRESS FOR COMMUNICATION	The Registrar, Central University of Himachal Pradesh, Camp Office, Dharamshala, Kangra District, Himachal Pradesh-176215.



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NOTICE INVITING TENDER DOCUMENT

FOR
HIRING OF VEHICLES

The sealed tenders are hereby invited for entering into contract for hiring of vehicles. The contract for hiring of the vehicles will be initially for a period of one year. The interested and eligible parties may send their rates on the prescribed application form (**Annexure - I (Technical Bid)**) along with the quoted rates as per **Annexure-II (Financial Bid)** with a non-refundable processing fee of Rs. 500/- (Bank Demand Draft). The Tenders should be submitted along with Earnest Money of Rs. 50,000/- (Rupees Fifty Thousand only) in respect of vehicles to be hired on monthly basis in the shape of F.D.R. duly pledged in favour of the Finance Officer, Central University of Himachal Pradesh, Dharamshala or Bank Guarantee (**Annexure-III**) for equal amount furnished on prescribed Proforma from any nationalized bank. **The tenders received without processing fee and EMD will be rejected straight away.**

NOTE: The Processing fees should be in the shape of Bank Demand Draft and EMD should be in the shape of FDR(s) duly pledged or Bank Guarantee in favour of **Central University of Himachal Pradesh, Dharamshala**

The documents should be enclosed in separate envelopes of appropriate size each of which should be sealed.

1. **ENVELOPE NO.1:** Should contain (i) Declaration by the Tenderer (ii) Technical Bid (Annexure-I) duly signed and stamped and (iii) Requisite Fee. Envelope should be superscribed "Technical Bid" only.
2. **ENVELOPE NO. 2:** Should contain the Financial Bid duly signed, stamped and superscribed as "Financial Bid" alongwith EMD.
3. **ENVELOPE NO. 3:** Should contain Envelope No. 1 and 2.

The inner and outer envelopes should be addressed to the Registrar, Central University of Himachal Pradesh, Camp Office, Near HPCA Cricket Stadium, Dharamshala, District – Kangra, Himachal Pradesh 176215 and should clearly mention "Tender for Hiring of Vehicles". All envelopes should also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late. If the outer envelope is not sealed and marked as required, the University will bear no responsibility for the bids misplaced or premature opening. All Tenders/proposals should be made in English. Tender documents can be downloaded from the website **www.cuhimachal.ac.in** of the University.

Any subsequent amendment / modifications / corrigendum, if any, will be uploaded only on the University website.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications / instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

The Central University of Himachal Pradesh reserves the right to select or to reject any tender wholly or partly without assigning any reason.

Tender Document complete in all respects may be dropped in the Tender Box (in the Registrar office) or by post to the Registrar, Central University of Himachal Pradesh, Camp Office, Near HPCA Cricket Stadium, Dharamshala, District Kangra, Himachal Pradesh - 176215 and should reach not later than 03:00 PM on 28th July, 2021. The tender(s) received after stipulated time and date, without Processing Fee and Earnest Money Deposit (EMD), conditional tenders, or incomplete tenders will be rejected out rightly.

After technical evaluation of the bids by the Committee, only bidders found to be eligible will be short-listed for opening of the financial bids.

Only the vendors or their duly authorized representative carrying the letter of authorization will be permitted to attend the opening of bids. Incomplete, unsigned pages, non-submission of required documents or evidence as specified by the CUHP will be treated as non-compliance and the vendors' bid will be liable for rejection.

In exceptional situation, an authorized committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract. So, all the tenderers / bidders who will qualify in the Technical Bid may remain present personally or send authorized person at the time of opening financial bid.

Clarification: In case the bidder requires any clarification regarding the tender document, they are requested to contact: Registrar, Central University of Himachal Pradesh (Tel. No. 01892-229574, E-mail ID: registrar@hpcu.ac.in)

Eligibility Criteria: Technical bid should contain the following:-

1. Having good experience of providing transport services at least for **five years** for which the vendor is applying Certificates need to be attached.
2. The bidder should submit proof of PAN/TAN No. issued by the IT Department in favour of proprietor. Certificates need to be attached.
3. The bidder should submit proof of Service Tax Registration number / Passenger Tax issued by the Central / State Excise Department(s) in favour of the Tenderer / Contractor.
4. Certificates/Undertakings to the effect that the bidder had never been blacklisted by any of the Government Organisation / Agencies.
5. Fitness and other concerned certificate from the RTO concerned.

6. Certificate issued by Police Station/Department (under whose jurisdiction the bidder falls) that no Police case is pending or contemplated against the bidder.
7. The vehicle(s) must be neat & clean, road worthy duly passed by Transport Authority and model later than the year **2016 (2016-2017 only)**.

Basic Terms & Conditions for Hiring of the Vehicles on Monthly Basis:

1. The vehicle(s) Model should not be earlier than 2016 and preference will be given to those bidders who will undertake to ply vehicle of latest Model.
2. Availability of the vehicle(s) hired on monthly basis must be 24 hours basis per day along with medically fit drivers with 6/9 eye sight and no [NO] night / color blindness.
3. Vehicles will be under the control of Central University of Himachal Pradesh, Dharamshala on each working day whenever it is hired.
4. Vehicles shall be used for the Inter State travels, if required.
5. The Tenderer / Bidder has to provide Service Tax number.
6. **Period of Contract:** The contract of hiring of vehicle will be initially for a period of one year. The CUHP reserves the right to extend the contract for further specified period under mutually agreed terms and conditions on the basis of satisfactory performance of the vendor.
7. The quoted rates are to be filled in the Proforma given at **Annexure II**. The Rates and Units shall not be overwritten. Amount shall be both in figures and words. The word "**NO QUOTATIONS SHOULD BE WRITTEN and CROSS (X) all the items in the Annexure for which a firm does not wish to tender**". All corrections must be signed in full by the Firm.
8. The Tenderer / Bidder has to deposit Earnest Money of Rs. 50,000/- (Rupees Fifty Thousand only) in respect of vehicles to be hired on monthly basis (**Annexure-II**) in the shape F.DR(s) duly pledged in favour of Central University of Himachal Pradesh, Dharamshala or Bank Guarantee (Annexure-III) for equal amount furnished on prescribed Proforma from any nationalized bank must be forwarded along with the tenders/quotations. If the successful bidder fails to provide the vehicle(s) within the prescribed time after the confirmed orders, the earnest money deposited with the university, shall stand forfeited.
9. The Bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract
10. The Tenderer/ Bidder will give written undertaking that he accepts all the terms and conditions.

11. The vehicles will remain at the disposal of the University throughout the day on working day and the bidder has to provide alternate vehicle if any hired vehicle is sent for regular maintenance or otherwise.
12. The University reserves the right to cancel the bids wholly or partly without assigning any reason.

Other Essential Terms & Conditions:

1. All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. necessary for the running & maintenance of vehicle will be borne by the Contractor/Bidder.
2. The Contractor / Bidder shall have to execute a contract with the University for Truthful Execution of the rate contract.
3. Tenderer / Bidder would be responsible for the conduct of the drivers employed and it at any point of time any driver is found to be working against the interest of the university the said driver shall have to be withdrawn by the bidder and a fresh driver shall be provided to the university at no additional cost.
4. Tenderer/Bidder shall not deploy any vehicle running on LPG/CNG.
5. Vehicles should be fitted with needed accessories to drive on State and National Highways including plying the vehicles during the nights Fog lights are to be fitted.
6. The Vehicles should also be fitted with Towing hook.
7. The route chart for each vehicle shall be provided by university and the Bidder / Contractor and his driver has to adhere the route chart strictly. Any journey undertaken beyond the route shall not be paid for by the university.
8. Bidder/Contractor shall obtain vehicle fitness certificate from competent authority, such as vehicle registration, comprehensive insurance, payment of road tax, inter-state permit, etc.
9. Bidder/Contractor shall ensure that the driver has valid driving license for driving heavy commercial vehicles.
10. The Vehicle should be able to move freely to the neighboring States without any restrictions. However, Toll Tax, Barrier Charges shall be reimbursed on production of original receipts. Normally, the vehicle hired on monthly basis shall be plied within the state of Himachal Pradesh. However, the vehicle hired on monthly basis can be plied out of state with prior notice to the Bidder / Contractor of 7 days and the cost of inter-state permit shall be borne by the contractor.
11. Bidder / Contractor shall provide valid certificate of pollution check for the vehicle(s) from the concerned authorities and the same shall be renewed well before the due date by the Bidder / Contractor.

12. All vehicles shall be comprehensively insured against all risks (including the driver and occupants). Insurance policy shall be renewed well before the due date. No third party insurance will be entertained.
13. The Driver should always carry all necessary documents like Registration papers, Insurance papers, Pollution Certificate / clearance, RTO tax payment papers, valid driving license and all other documents that should accompany vehicle as per rules & regulations of applicable laws
14. In case of breakdown of any vehicle the Bidder/Contractor shall within two hours provide another alternative vehicle of similar/same brand/type at no extra cost. The University shall have absolute right to charge Rs. 1000/- per day, if the vehicle is not provided within two hours.
15. In case of any accident to any of the vehicles, it will be the responsibility of the Bidder/Contractor or his representative (drivers) to lodge FIR etc. with the Police. All RTO issues and Traffic violations shall be the responsibility of Bidder/Contractor.
16. The contract is valid for providing services of vehicle hiring and at no point of time the Staff engaged by the Contractor shall raise a claim for employment in the Central University of Himachal Pradesh.
17. The Drivers should carry sufficient cash for discharging obligations on account of parking charges, toll taxes, etc. Such expenditure can be claimed as reimbursement by the contractor for which proper supporting documents would have to be submitted along with such claims.
18. Lodging boarding transportation etc. of drivers shall be the responsibility of the Bidder/Contractor.
19. In the intervening period when an alternate vehicle is provided by the Contractor against the vehicles hired on monthly basis, its mileage will be taken separately from reporting time to discharge / relieving time of the vehicle, which will be added to the total mileage for the month and counted against the original vehicle.
20. The Drivers shall always be in approved uniform and well-dressed. The Bidder/Contractor will provide uniform to all drivers who will wear the same on duty. In the event of driver not being in presentable dress, not behaving properly, engaging in rash and unsafe driving the University shall have right to expel or refuse entry to any of the drivers and vehicle to be treated as absent.
21. The Driver should be at least Matriculate / 10+2 class pass. He should have at least 5 years driving experience. In case of buses the driver must possess **five years' experience of driving heavy transport vehicles** in hilly terrain / Himachal Pradesh.
22. The Driver should be alert / careful enough to take care of items/material kept in the vehicles.

23. The Contractor shall maintain the Log Book of the Vehicle which shall remain in the hired vehicle in the custody of the Driver, and shall be verified daily by the designated Officer of the University
24. The award letter would be issued by the University after the contract is signed by the Contractor.
25. The University will have summer and winter vacations of 6 weeks and 2 weeks in months of June-July and December-January respectively. During the vacations the requirement of buses will be reduced. Payments for the vacations, therefore, will be for the actual number of Kms. per bus.
26. 3% of monthly bills in respect of the vehicles hired on monthly basis will be retained by the CUHP towards security deposit and the same shall be released after the contract is over.
27. Income Tax and other statutory deductions, if any, shall be deducted from the Contractor's bills as applicable from time to time. GST, if applicable shall be paid extra at the rates fixed by the Government.
28. A driver who has been challaned even once for the offence of drunken driving and dangerous driving etc. and has been challaned more than twice in a year for offences like red light jumping, violation of lane discipline / over speeding or allowing unauthorized person to drive shall not be employed. In case of violation of this clause, contractor will have to pay a fine of Rs. 25,000/- and also has to replace the driver immediately.
29. The Buses should be painted yellow as per Supreme Court directions.
30. The Buses should be fitted with speed governor of 40 kms per hour.
31. The Buses should be fitted with serviceable fire extinguisher and should also have first aid box with prescribed medicines & material.
32. The University name and important Telephone Nos. must be written on the buses.
33. The doors of the Buses should be fitted with reliable locks.
34. It shall be the responsibility of the contractor to ensure the truthful observance of Section 2(47) of the Motor Vehicles Act, 1988 as amended from time to time, according to which the bus of an educational institution is a transport vehicle and therefore requires a permit to ply on the road. Being a transport vehicle it would also need to undergo mandatory fitness test every year or as prescribed without which the permit cannot be renewed.
35. The drivers of the buses are required to maintain traffic discipline. Any lapse on this account will invite stern action against the defaulters or violators of above instructions and will be challenged or prosecuted accordingly.
36. The Bidder / Contractor shall be required to pay all the liabilities including salary of drivers, road tax permit fee, etc in time. In case of any complaint of

- not making payments. The University shall be authorized to deduct the required amount from the monthly bills.
37. The successful firm shall have to execute an agreement on the non-judicial paper of the value of Rs. 100/- duly signed and stamped
 38. (i) A tenderer shall have the right to be heard in case, it is felt that his/her tender has been rejected wrongly.
(ii) The tenderer may send written representation, which may be examined by the Registrar or an officer to be designated by the Vice-Chancellor.
(iii) The tenderer could make such a representation within one month from the date of placement of contract and the said representation shall be decided / replied to one month from the date of its receipt
 39. The subletting of any type of vehicle shall be taken as violation of the contract.
 40. Service Taxes / Sales Tax / VAT / any other Govt. charges: any Services provided to educational institutions are exempt from service tax as per Notification No. 25/2012 Service Tax dated 20 June, 2012 of Ministry of Finance (Department of Revenue), Govt. of India, New Delhi.
 41. That the courts at Dharamshala, District Kangra, Himachal Pradesh alone shall have exclusive jurisdiction for all the legal purposes.
 42. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by CUHP shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
 43. The contractor must also provide qualified Conductor(s) for the buses.
 44. Any changes w.r.t. this tender will be notified through website only.

Award of Contract and Execution of Contract Agreement: CUHP will award the work contract to the lowest bidder. The bidder will execute an agreement on acceptance of the contract. Incorporating the terms of engagement based upon the terms specified in the tender document.

Terms of Payment: In the case of Vehicle engaged on monthly basis the contractor shall raise monthly running account bill and the due payment shall be made to him within 15 days from the date of receipt of bill. The Contractor would enclose the photocopy of the Log Book with the monthly bill duly verified by the Officer of the University authorised to do so.

Termination: The agreement of Hiring of Vehicles shall be initially for one year. However, in case the Contract has to be terminated. 45 days' notice in writing shall be given by the either side.

Arbitration: Any dispute arising out of the deal shall be subject to the decision of the Vice-Chancellor of the University whose decision shall be final. Settlement of all disputes will be made within the jurisdiction of Central University of Himachal Pradesh at Dharamshala, District Kangra, Himachal Pradesh.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

REGISTRAR

DECLARATION BY THE TENDERER

It is hereby declared that I/We the undersigned have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by all the terms and conditions.

Date:

Signature:

Name:

Designation:

On behalf of: (Company Seal)



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Central University of Himachal Pradesh

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PROFORMA FOR TECHNICAL BID FOR HIRING OF VEHICLES

DD No..... DD Amount: Rs **500.00**

PAYMENT DETAILS:

Bank Name and Branch Name:

1.	Name of the Agency:	
a.	Whether Proprietorship / Solo / Partnership/ Pvt. Ltd./Ltd. Co	
b.	Name of the Director / In Charge	
c.	Name of the contact person	
2.	Head Office:	
a.	Complete Address	
b.	Telephone Number (s)	
c.	Fax Number	
d.	E-mail Address	
e.	Mobile No.	
3.	Branch Office (s), if any:	
a.	Complete Address	
b.	Telephone Number (s)	
c.	Fax Number	
d.	E-mail Address	
4.	Contact person at Dharamshala / Any nearby city	
a.	Name	
b.	Designation	
c.	Contact Number (s)	
d.	Fax Number	
e.	E-mail Address	
5.	Year of Establishment (Attach proof)	
6.	Registration Number (if any) (Attach proof)	
7.	Service Tax Registration number issued by the	

	Central Excise Dept. in favour of the Contractor / Agency. (Attach proof)	
8.	PAN / TAN number issued by the IT Dept. in favour of the Contractor / Agency. (Attach proof)	
9.	Are you on the panel of any educational organization having activities similar to that of the CUHP, Dharamshala, if yes, give detail (Attach separate sheet, if required)	
10.	Certificate issued by Police Station (under whose jurisdiction the bidder falls) that no Police case is pending or contemplated against the bidder. (Attach proof)	
11.	Having good experience of providing transport services at least for three year for which the vendor is applying. (Certificates need to be attached)	
12.	Any other details	

DECLARATION:

I, hereby..... (name of the person) hereby declare that I am authorized to sign this document and that:

- i. All the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that nay information given in this application is false / incorrect or that our agency does not satisfy the eligibility criteria, our candidature / empanelment is liable to be cancelled / terminated.
- ii. I understand that the decisions taken by the Central University of Himachal Pradesh are final in all matters.
- iii. I hereby agree to work as per the terms and conditions rolled out by Central University of Himachal Pradesh.
- iv. I understand that the Central University of Himachal Pradesh reserves the right to accept or reject and to cancel the empanelment process and reject all expression of interests at any time prior to the award of the contract, without detailing and specified reasons whatsoever.
- v. The copy of Ownership / Partnership Deed / Articles of Association / Memorandum of Association is enclosed herewith.

Signature:

Place: _____

Name:

Date: _____

Designation:

Agency Seal (In Case of Agency) / Signature

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas (Hereinafter called the "tenderer") has submitted their offer datedfor the supply of (Hereinafter called the "tender") against the Purchaser's tender enquiry No. KNOW ALL MEN by these presents that WE of having our registered office at Are bound unto the Central University of Himachal Pradesh (herein after called the "University") in the sum of for which payment will and truly to be made to the said University, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2021

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the University during the Period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept / execute the contract.

We undertake to pay the University up to the above amount upon receipt of its first written Demand, without the University having to substantiate its demand, provided that in its demand the University will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the authorized officer of the bank)

.....

(Name and designation of the officer)

.....

Seal, name and address of the Bank and address of the Branch.

FINANCIAL QUOTE
FINANCIAL BID FOR HIRING OF VEHICLES ON MONTHLY BASIS

Sr. No.	Name of Vehicle	Per Month Rated of Vehicle (R.s.)		Extra per Km rate beyond standard Kms. (3000) (R.s.)
		Standard running Kms in month		
1.	Bus upto 21 seater	3000		
2.	Bus upto 32 seater			
3.	Bus upto 42 seater			

Note:-

I hereby agree to the following specific terms and conditions laid out by Central University of Himachal Pradesh, Dharamshala.

1. The Bidder has to apply for all type of vehicle and each type of vehicles shall be hired by the university on need basis.
2. Standard running per month 3000 kms per annum for hired vehicles is inclusive of all expenses, fuel, salary of driver, etc.
4. The drivers and conductors to be provided should be as per terms and conditions.
5. The Contractor agrees to execute a contract with the University.
6. **EMD amounting to Rs. 50,000/- is enclosed vide FDR(s) bearing No. _____ duly pledged in favour of the Finance Officer, Central University of Himachal Pradesh, Dharamshala / Bank Guarantee as per "Format" at Annexure -III of tender document.**

Place: _____

Date: _____

Signature of Authorized Signatory _____
of the Tenderer / Bidder (Seal)