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No. I-541/2009 Fin LA Vol-Part
Government of Himachal Pradesh
Department of Finance

From

**Pr. Secretary (Finance) to the
Government of Himachal Pradesh
SHIMLA-171002.**

To

1. All the Administrative Secretaries to the Govt. of Himachal Pradesh.
2. All the Heads of Departments in Himachal Pradesh.
3. All the Deputy Commissioners in H.P.

Dated: Shimla-2, the 21-12-2010

Subject: - **Scheme for outsourcing of vehicles' requirements in Govt. Departments at District level.**

Sir,

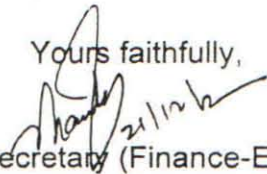
As you are aware, a number of Departments in the State have been outsourcing transportation services by hiring taxis. It has been noticed that many a times, especially at the field level, after the condemnation of the Govt. vehicle, the concerned Departments wish to hire taxis but are not well versed with the procedures, leading to delays in such hiring. While Rules 112 to 121 of HPFR-2009 prescribe the broad outline for outsourcing of such services, a need has been felt to formulate a scheme to facilitate hiring of taxis by different Government Departments at the District level. Enclosed please find a scheme in this regard which outlines the criteria for hiring of taxis at the District level as well as the procedure to be followed thereof.

2. As stated in the enclosed scheme, the concerned Deputy Commissioners will do the tendering for hiring taxis for different Departments in the Districts. In case of larger districts, the Deputy Commissioners may, however, authorize Sub-Divisional Officers (Civil) to undertake this exercise for their respective jurisdictions. The procedure for tendering has been explained in the scheme.

3. This scheme will become effective with effect from 1st January, 2011.

4. It is requested that necessary action as per this scheme may be taken accordingly.

Yours faithfully,



Special Secretary (Finance-Exp.) to the
Government of Himachal Pradesh

BSharma

**SCHEME FOR OUTSOURCING OF TRANSPORTATION
SERVICE IN GOVERNMENT
DEPARTMENTS AT THE DISTRICT LEVEL**

Objective: 1. A number of Departments in the State have been outsourcing transportation services by hiring taxis. While Rules 112 to 121 of HPFR-2009 prescribes the broad outline for outsourcing of such services, a need has been felt to formulate a scheme to facilitate hiring of taxis by different Government Departments at the District Level. The scheme outlines the criteria for hiring of taxis as well as the procedure to be followed thereof.

Makes of Vehicles to be hired: 2. The hiring of taxis should be for cost effective versions of vehicles. Diesel vehicles should be preferred over the petrol vehicles. Relatively cheaper models like Indica, Alto, Maruti 800 etc. may be chosen as Staff Cars. In the category of utility vehicles, Bolero, Scorpio etc. may be preferred only where there are requirements of field visits.

Who will be entitled for attached taxi(s)? 3. The District level Officers of the Government Departments as are presently entitled for attached vehicles alone may be considered for attached taxis. No other Officer will be allowed an attached taxi without the approval of the Government.

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No hiring beyond approved Fleet Strength

4. The existing approved fleet strength of the Departments will remain unchanged and taxis hired by the department on a regular basis will be included for the purpose of working out the fleet strength of the Departments. Thus, the Departments will not be allowed hiring of vehicles beyond the existing approved fleet strength.

It is also clarified that combined casual need based hiring of taxi(s) for 180 days or 18000 KM in a year, whichever is applicable, will also be counted as one vehicle for the purpose of calculating fleet strength.

Budget

5. The Departments will meet their expenditure on account of taxis from the existing budget provided under **SOEs-“Motor Vehicle” and “Office Expenses”**. No additional budget will be provided for the purpose. However, the departments which report substantial savings under the **SOE- “Salaries”** may seek re-appropriation of the reported savings to meet the expenditure on account of using taxis.

Charges recoverable for private journeys from the officers sanctioned attached taxis

6. The present norms regarding entitlement of officers for private journeys, allowed for Govt. vehicles, will also apply mutatis mutandis for attached taxis. The attached vehicle charges for use of taxis therefore will also continue to be recovered at the same rates as are applicable to Govt. vehicles.

Whom to approach for hiring of taxis?

7. The tendering for selection of **Taxi Service Providers** will be done by the Deputy Commissioners concerned for their respective Districts. In the case of larger districts, the Deputy Commissioner may, however, authorize Sub-Divisional Officers (Civil) to undertake this exercise for their respective jurisdiction.

Procedure for Tendering

8. The Deputy Commissioner(s)/ Sub-Divisional Officers (Civil) will follow the procedure as laid down in Rule 112 to 121 of Himachal Pradesh Financial Rules, 2009 while doing the tenders for selection of **Taxi Service Providers and fixing of the hire charges.**

Two Model Tender documents for hiring taxis are enclosed for guidance of Deputy Commissioners/SDOs. The First Template (Template-I) may be used where taxis are required to be hired in a relatively large number /on a continuous and long term basis and the market in terms of service providers is well developed. The template for such cases is a detailed one bringing out scope of work, terms & conditions, pre-qualification requirements, etc. The Second Template (Template-II) can be used where

the hiring is to be done on a casual limited basis and where the local conditions and requirements do not merit putting stringent prequalification criteria. Both these documents can, however, be suitably modified keeping in view the local conditions and departments' requirements.

Nodal Officer to be appointed by Departments to regulate quality of services

9. A senior level officer at the District Level in each of the Departments hiring taxis may be designated as Nodal Officer for better coordination with the **Taxi Service Provider**. He will also be responsible to regulate the taxi services being offered in order to arrange the efficient service for department use. All the users of the taxis will route their complaints, if any, regarding quality of services through the Nodal Officer of the concerned Department for appropriate action.

Record keeping

10. The Departments hiring taxis will maintain taxi-wise record of hire charges in an appropriate format recording the name & designation of the officer using the vehicle, monthly usage of taxis in kms/ hours, charges paid for normal use, night halts, recoveries, if any effected for deficiency in services etc. The Departments will invariably seek a copy of the log book along-with the bill from the **Taxi Service Providers** to identify the usage of vehicles.

A consolidated record of vehicles hired on casual need basis will also be maintained in order to work out the exact Kilometers/number of days for which vehicles have been used in an year to prevent indiscriminate use and to work out the fleet strength of the department in real terms

Power to remove difficulties

11. If any difficulty arises in the implementation or interpretation of the provisions of this scheme, the matter may be referred to the **Finance Department** for clarification/ advice.

Department of _____ ***

Chapter-1 (General Conditions)

Instructions for submission of tender:

1 PREAMBLE

Department of _____ intends to hire Taxis for its office. The terms and conditions governing the Contract are described in **Scope of Work and Terms and conditions** in Chapter-2. The firms, companies, corporations, individuals, etc. could participate in the tender.

2. TENDER DOCUMENT

The tender Document will consist of all documents listed in Annexure I & II. These must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. Incomplete or conditional tender is also liable to be rejected.

3. SUBMISSION OF TENDERS-TIME LIMIT/MODE

The tender documents duly completed should be submitted in two separate parts. The first part should be sealed in a separate envelope superscribed as "**Tender for Hiring of Taxis for the Department of _____ Pre-Qualification/ Technical Bid**". This should contain all the required information as prescribed in **Annexure-I** and **Para 3.1.1** below. The second part will consist of the "**Tender for Hiring of Taxis for the Department of _____ Financial Bid**" in the format prescribed at **Annexure-II** and it should be so superscribed on the second envelope. Both the envelopes should be sealed in one envelope and duly superscribed as "**Tender for Hiring of Taxis for the Department/ Office of _____ and _____ adressed to _____ the _____**".

3.1.1 **The following documents must be submitted with the Pre-Qualification Bid:**

1. Crossed demand Draft for Rs. -----(amount to be decided by the department depending upon the business to be offered) towards Earnest Money Deposit.
2. Proof of prescribed turnover and Profit After Tax (If so prescribed as pre-requisite by the department).

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3. Copy of Experience Certificate for prescribed number of years (may be appropriately prescribed by the department).
 4. Copy of Income Tax Pan Card (if prescribed by the Department).
 5. Photocopies of the Registration Certificate of the Vehicles owned to establish the age of the vehicle(s). (Department may like to prescribe the maximum age of the vehicles, if required.)
 6. This tender document with all pages duly signed and clearly indicating the name and designation of the person signing the document duly embossed with official seal. The tender documents must be properly numbered and bound.
- 3.1.2 The Financial Bid shall be in the format as prescribed in Annexure-II (Departments may choose from amongst the different scenarios mentioned in Annexure-II and/or modify the format as per actual requirements).
- 3.2 The tenders duly completed as described in Paras above must reach the designated address up to 1500 hrs on -----,2010 positively. Tenders received after 1500 hrs on -----,2010 will not be considered. Tenders will be opened at 1600 hrs on the same day in the presence of the Tenderers who may wish to be present.
- 3.3 Sealed tenders shall be submitted either by the registered post with acknowledgement due or in person. Tenders by Telegram/Fax/Email or any other mode will not be considered.
- 3.4 All rates shall be quoted only as per **Annexure-II**.
- 3.5 The rate should be filled in carefully after considering all the aspects of work as described in the **Chapter-2 on "Scope of Work and Terms and Conditions Governing the Contract"**. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the ground that the tenderer had not understood the work envisaged by this Contract for Hiring Of Taxis for the Department/ Office of _____ or Labour and local Laws. Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory.
- 3.6 The tenderer will have to submit an analysis of rates if called upon to do so by

(Signature of Tenderer)

this Department.

- 3.7 **The Department of _____**, reserves the right to re-tender or modify the Terms and Conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e., L-I.
- 3.8 Any variation, addition and/or omission in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by tenderer in the tender. The rates quoted by the tenderer shall be applicable irrespective of the volume of work.
- 3.9 The rates for hiring of taxis must be quoted in both words and figures. If there is variation between and in words only the rates quoted in words shall be taken and the rates quoted in figures will not be considered.
- 3.10 Each folio of tender documents and every supporting document attached with it shall be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- 3.11 Tenders containing erasures, omissions or alterations are liable to be rejected. In case any corrections become necessary, the same must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.

4. **PREVIOUS EXPERIENCE**

The tenderer should enclose documents and certificates in proof and to the satisfaction of **Department of _____**, in r/o his previous experience in the **Work Of Taxi** service as per **Annexure-I**. The experience should be in the name of same firm/composition that is now applying for this contract (This clause will apply if the Department has prescribed this condition in the tender conditions).

5. **STUDY OF LOCAL CONDITIONS**

The tenderer is advised in his own interest to visit the site of the work and acquaint himself with all local conditions, means of access to the work, nature of work etc.

6. **VALIDITY OF OFFER**

The tenderer will be required to keep the offer open for a period of --- days (to be specified by the department) from the date of submission of tenders. It shall be understood that the tender documents have been issued to the Tenderer and the Tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind his offer or modify the Terms and Conditions thereof in any manner that is not acceptable to the **Department of**

(Signature of Tenderer)

_____ If the tenderer fails to observe or comply with the said stipulation, the amount of earnest money under Para 3.1.1 of Chapter-I shall be liable to be forfeited.

7. ACCEPTANCE OF TENDER

7.1 The authority for acceptance of the tender documents and tendered rates will rest with the Competent Authority of the **Department of** _____, who does not commit himself to accept the lowest or any other tender, nor does it undertake to assign reasons for its decision in the matter.

7.2 Acceptance of tendered rates will be communicated through a letter as soon as possible.

7.3 All the tender documents submitted by the tenderer shall become the property of the **Department of** _____ and it shall have no obligation to return the same to the tenderers.

7.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

7.5. If the tenderer deliberately gives wrong information or conceals any information/facts in his tender, which shall be favourable for acceptance of his Tender fraudulently, then the **Department of** _____ reserves the right to reject such tender at any stage or execution without any financial liability.

8 EXECUTION OF CONTRACT DOCUMENT

8.1 The tenderer whose tender is accepted shall be required to appear at the **Department of** _____ in person or if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the contract documents within seven (07) days of the date of issue of communication from **Department of** _____ and start the work with effect from the date mentioned in such communication. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.

9. POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

Department of _____ ***

Chapter-2(Scope Of Work And Terms And Conditions Governing The Contract)1. Terms and Conditions :

- 1.1 The vehicle provided should not be more than --- years old and total mileage covered should not exceed -----kms.(to be appropriately prescribed by the department if required).
- 1.2 Expected monthly running of the vehicle would be ---- kms. approximately (to be prescribed by the department and will apply when bids are sought for rates on monthly basis i.e. Scenario I in Annexure -II). However, the actual running may vary.
- 1.3 The vehicle should be kept neat and clean and in perfect running condition with adequate quantity of fuel, and should be provided with neat and clean seat covers/towels and there should be sufficient space in the dicky to keep the luggage. The Contractor shall ensure the placement of a Plate at a suitable place in front of the vehicle to indicate that the taxi has been hired for Govt use.
- 1.4 The registration fee, payment of route permits, renewal of route permits, payment of all taxes, levy of toll tax, entry tax at barriers, timely passing of vehicle etc., will be the sole responsibility of the contractor.
- 1.5 The contractor or his nominee shall ensure his presence at a short notice when required by the department. *k'
- 1.6 The contractor shall make payment of wages to his driver(s) as per provision of Minimum Wages Act, 1948 or as notified by the State Government from time to time and shall ensure that the deductions being made on account of EPF etc. have been duly accounted for and paid to the concerned authority.
- 1.7 The contractor shall be responsible for proper maintenance of all registers, records and accounts so far as these relate to the compliance of any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payment of Wages and also for depositing the PF/ESI contributions with the authorities concerned and providing evidence in support thereof to the Department, if called for.
- 1.8 The contractor shall engage Driver(s) who is/are medically fit. The Contractor shall ensure that the antecedents of the driver are verified

(Signature of Tenderer)

by the Police to the satisfaction of the Department.

- 1.9 The driver and vehicle provided shall not be changed without prior permission. If either the vehicle or the driver is not found suitable by the **Department of _____**, then the vehicle/ driver shall be changed immediately on receiving a request from the **Department of _____** to that effect.
- 1.10 The Driver of the vehicles provided by the **Contractor** shall observe all the etiquette and protocol while performing his duty. The driver(s) of the vehicles shall be neatly dressed and must carry a mobile phone in working condition, for which no separate payment will be made by the **Department of _____**.
- 1.11 The **Contractor** shall meet all expenses in respect of all claims arising due to any accident and shall have no claim whatsoever for reimbursement of any such expenses on account of such accidents and any third party claims against the **Contractor** shall be the sole responsibility of the **Contractor**.
- 1.12 In the event of the award of the tender and prior to execution of the contract, the contractor shall be required to submit the copies of the **Registration Certificate and Comprehensive Insurance Policies** of the vehicles being offered for hire and particulars with photograph of the driver(s) dedicated to the vehicle(s). He may also be required to physically produce the vehicle(s) in the **Department of _____**.
- 1.13 The journeys performed by the driver/owner on account of filling of fuel, repairs, services, halt at outstation/headquarter, journey from place of residence to place of duty/place of parking shall not be paid by Department.
- 1.14 Besides normal working hours on all working days, the vehicle should be made available at any time within half an hour call (or as may be decided by the Department).
- 1.15 The vehicle may need to be plied on all kind of roads, within and outside Himachal Pradesh including rough and Kachha roads.
- 1.16 The Driver/Contractor shall keep and maintain a log book with the vehicle, which should be regularly updated. The staff of department using the vehicle will verify the journey in the log book. In case of incomplete log book, it shall be considered that vehicle has not been used by the Department.

(Signature of Tenderer)

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2. DEFICIENCY CHARGES.

- 2.1 In case of delay in reporting of vehicle at specified time and place by less than --- minutes from the specified time, a penalty of Rs.--- and for delay more than --- minutes, a penalty of Rs. ----/- will be levied for each such delay. (Time and amount to be decided by the department).
- 2.2 In case the contractor is not able to provide vehicle at specified time and place an amount equivalent to one day's hiring charges will be deducted from the monthly bill for each day of non-reporting (if hired on monthly basis). In addition, a penalty of Rs. ----- will be levied for each day of non-reporting. (Amounts to be decided by the department).
- 2.3 In case of break down, if the Contractor is not able to arrange back up vehicle within -- minutes of such breakdown a penalty of Rs. ---- will be levied in addition to non-payment for the duty. (Time and amount to be decided by the department).

3. PAYMENT CONDITIONS.

- 3.1 The Contractor shall present monthly bill to the Department of _____ for making payments and the payment for such bills shall be released after verification within -----days (To be decided by the Department) by the Department of _____.
- 3.2 Tax deduction at Source and other taxes as per applicable law will be deducted by the Department of _____.

4. DURATION OF CONTRACT.

At the initial stage, the contract shall be awarded for a period of -----months/ years from the date of commencement of contract. The Department of _____, has discretion for extending it for further term of ----- months/years on mutually acceptable terms and conditions and rates at the sole discretion of the Department of _____. However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least ---- months or till the new contract is finalized, whichever is earlier. (period of contract to be decided by the department).

5. EARNEST MONEY

- 5.1 The tenderer will be required to deposit a sum of Rs. ----- as earnest money (as may be decided by the Department) alongwith complete tender documents for Pre-Qualification Bid. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from his offer or modify the

(Signature of Tenderer)

terms and conditions thereof in a manner not acceptable to the **Department of** _____. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited.

- 5.2 The earnest money deposit(EMD) as referred to under Para 5.1 above shall be made by Pay Order or Demand Draft made out in favour of _____, **Department of** _____ payable at _____ and valid for a minimum period of one month after the date of opening of tender.
- 5.3 The EMD of unsuccessful bidders will be returned within 15 days of opening of tenders and that of successful bidder will be retained till the deposit of security deposit as per Clause 6 below.

6. SECURITY DEPOSIT

- 6.1 The successful tenderer whose rates are finally accepted must deposit as Security Deposit for successful performance under the contract, a sum of Rs.----- by pay order or demand draft or Bank Guarantee or Fixed Deposit in favour of **Department of** _____ within 7 (Seven days) from the date of communication of award of contract of tender and execute an agreement in the prescribed form. If he declines or fails to remit the amount towards security deposit, the entire amount of Earnest Money Deposit will be forfeited. (Amounts to be decided by the department).

7. CRITERIA FOR EVALUATION OF BIDS

- 7.1 The technical/Pre-qualification bids will be opened in the first stage and will be evaluated on the criteria to be defined (Departments to define the criteria depending upon the requirements and local conditions).
- 7.2 The Financial Bids will be opened only in respect of those firms, which meet the Technical Bid criteria mentioned above. The Evaluation Committee of the Department will assess the financial bids of the bidders who have been declared eligible after technical evaluation.
- 7.3 The **Department** of the _____ intends to award the complete contract to one firm. However, the **Department of** the _____ reserves the right to split the contract and award the contract to two or more different bidders separately.

8. GENERAL

Any clarification with regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the ~~Secretary/ Director/Deputy Commissioner/ Officer In-charge,~~ **Department of** _____ (as the case may be) whose decision in the matter shall be final and binding on all. Any other matter

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relevant to but not covered in the contract shall also be decided by making reference to him and his decision shall be binding on all.

9. JURISDICTION OF COURTS

- 9.1 In case either the **Department of** _____ or the **Contractor** wants to take any dispute to a court of law only courts in _____ (to be decided by the department) shall have the jurisdiction over the matter.
- 10. **The Department of** _____, reserves the right to terminate the contract any time without assigning any reason/notice.

*** (Format of the tender document may be changed by the department(s) as per their requirement.)

(Signature of Tenderer)

**FORM FOR PRE-QUALIFICATION /TECHNICAL BID FOR PROVIDING TAXI
SERVICE TO THE DEPARTMENT OF -----****

PART - I

NAME OF FIRM : _____

Sr. No.	Description	Relevant details to be submitted by the tenderer
(1)	(2)	(3)
1.	Amount of Earnest Money Deposit. (Quote DD No and Date)	
2.	Proof of prescribed turnover and Profit After Tax (if so prescribed by the department)	
3.	Copy of Experience Certificate for prescribed number of years (as may be prescribed by the department)	
4.	Copy of Income Tax Pan Card (if so prescribed by the department)	
5.	Photocopies of the Registration Certificate of the Vehicles owned to establish the age of the vehicle(s). (if so prescribed by the department)	

The details of information provided in column No. 3 above along with enclosures is certified to be correct.

**** (Format may be changed by the department as per requirement.)**

(Signature of Tenderer)

ANNEXURE-II

PART-II

FORM FOR FINANCIAL BID FOR PROVIDING TAXI SERVICE TO

THE DEPARTMENT OF -----**

NAME OF FIRM : _____

Scenario-I: When bids are invited on Minimum Fixed Charges Basis with
assured payment for minimum mileage/ hours per month/ per day/ per half day

Rates/ Charges	Make of vehicle to be specified by the department
Fixed charges per Month* (-----kms. and ----no. of hours)*	
Fixed charges per Day* (-----kms. and ----no. of hours)*	
Fixed charges per Half Day* (-----kms. and ----no. of hours)*	
Extra per km (when hired for more than prescribed kms. for a day or a month)	
Extra per hour (when hired for more than prescribed hours for a day or a month)	
Night halt charges per night	

*Assurance of certain fixed kms. and no. of hours, as per requirement, may be given by the Department.

- [Note: This scenario would apply when the concerned department is reasonably sure of using the taxi for a certain kms. and hours for half day, full day or a month, as the case may be.]

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Scenario-II: When bids are invited on Rs./km. basis

NAME OF FIRM : _____

Rates/ Charges	Make of vehicle to be specified by the department
Rs./km	
Night halt charges per night	

**** (Format may be changed by the department as per requirement.)**

(Signature of Tenderer)

TEMPLATE-II

MODEL DRAFT OF TERMS & CONDITIONS THAT MAY BE INCLUDED IN THE CONTRACT FOR TAXI SERVICES:

1. The hire charges shall be firm and shall be valid for --- days/months from the date of opening of the tender. *
2. The Vehicle shall be in good working order and the model should not be older than --- year(s) and total mileage covered should not exceed ---kms (as may be prescribed by the Department).
3. Monthly running of the vehicle would be ----- kms. approximately (as may be prescribed by the Department). This is only indicative and the vehicle would be required to run more or less than this figure as per requirement without any limit. *
4. The registration fee, payment of route permits renewal of route permits, payment of all taxes, levy of toll tax, entry tax at barriers and timely passing of vehicle, will be the sole responsibility of the contractor. It will be the responsibility of the contractor to obtain the necessary permit to ply the vehicle on restricted/sealed roads in city of Shimla.
5. The contractor shall deploy driver having valid driving licence with at least ---- years experience of driving on all types of roads (as may be prescribed by the Department).
6. In no case the driver or vehicle will be allowed to be replaced without prior approval of the Department. *
7. Driver deployed on the vehicle should have a mobile phone with a local number for coordination. The expenditure on this account shall be borne by the contractor. *
8. The contractor shall engage Driver who is medically fit.
9. The Contractor shall ensure that the antecedents of the driver are verified by the Police to the satisfaction of the department.
10. The journeys performed by the driver/owner on account of filling of fuel, repairs, services, halt at outstation/headquarter, journey from place of residence to place of duty/place of parking shall not be paid by Department. *
11. The vehicle should be available from 9.00AM to 6.00PM on all working days (timings may be decided by the Department). *

f. Besides normal working hours on all working days, the vehicle should be made available 24 hours on all the days within half an hour call. *

13. The vehicle shall be plied on all kind of roads, within and outside Himachal Pradesh including rough and tough roads.

14. All petty/major repairs of the vehicle shall be carried out by the contractor at his own cost.

15. The Driver/Contractor shall keep and maintain a log book with the vehicle, which should be regularly updated. The staff of department using the vehicle will verify the journey in the log book. In case of incomplete log book, it shall be considered that vehicle has not been used by the Department. *

16. In case of any breakdown the contractor will provide substitute immediately, otherwise a penalty of Rs. ----- per day will be imposed and the recovery to this effect will be made from the monthly running bill. In case the contractor fails to provide the vehicle within the scheduled time due to reason beyond his control or due to the force majeure no penalty shall be imposed. However, the payment for these days shall not be made by the Department. *

17. 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 the department.

18. The losses caused to vehicle due to the negligence on the part of the driver of the vehicle will be borne by the contractor.

19. The Contractor shall place a Plate at a suitable place on the taxi indicating that the Taxi has been hired for Government Duty.

Note * *The conditions marked with * may be relevant in case vehicle/ taxi is hired on a regular/ attached basis for a fixed period. These conditions may not be relevant in case taxi is hired for a few days/ few hours on a non- regular basis.*

*The format of the Financial Bid as given in the Annexure II of Template- I may be adapted suitably while calling for the bids.*

*Relevant documents /requirements as mentioned in the Form of Pre-qualification Bid of the first Template may be suitably included depending on the requirements of the departments while finalizing the contract for Taxis.*