



PRASAR BHARATI प्रसार भारती
(India's Public Service Broadcaster)
(भारतीय प्रसारण निगम)
ALL INDIA RADIO: आकाशवाणी :
Shimla

NAME OF WORK:-“Tender for Providing Taxi Services at AIR Shimla”.

NIT No:SML/3(26)/2019/TTP/Tender

Estimated Cost : Rs.12,00,000/- (One year)

***Phone* :0177- 2811355**

**PRASAR BHARATI
ALL INDIA RADIO : SHIMLA**

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING

PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

S. No	NIT No.	Name of work & Location	Estimated Cost per year put to bid	Earnest Money	Last date & time of submission of bid	Time & date of opening of bid
1	2	3	4	5	6	7
1	SML/3(26)/2019/ TTP/Tender	Tender for Providing Taxi Services at AIR Shimla	Rs.12,00,000/-	Rs.24,000/-	Upto 3.00 PM on 14.11.2019	3.30 P.M. on 14.11.2019

1/30
PRASAR BHARTI
INDIA'S PUBLIC SERVICE BROADCASTER
ALL INDIA RADIO:SHIMLA

NO.SML- 3(26)/2019/TPT/Tender/

Dated: 04.10.2019

NOTICE INVITING E-TENDER

A) GENERAL INSTRUCTIONS TO BIDDERS.

1. The scope of work : Tender for Providing Taxi Services, can be viewed/downloaded free of cost from e-tender <http://www.tenderwizard.com/PB> or prasarbharati.gov.in/tender
2. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the Website <http://www.tenderwizard.com/PB>
3. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snag.
4. All corrigendum/Amendment/Corrections, if any, will be published on the website, <https://www.tenderwizard.com/PB> or prasarbharati.gov.in/tender
5. All documents/papers uploaded/submitted by the bidder must be legible.

6. It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who is authorized to sign the bid document) from any of the licensed Certifying Agency.
7. To participate in the e-tendering submission, it is mandatory for all the applicants to get their firm registered /joint venture with the e-tendering portal of Prasar Bharati <https://www.tenderwizard.com/PB> and have user ID& Password from M/s ITI Ltd., The Annual registration charges of I.T.I. Ltd. for vendor/supplier are as applicable time to time.
8. Bid document contains certain conditions for Manual submission of tender and are now redundant. Document shall be deemed to have been modified to that extent.
9. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid & each page should be signed.
10. Bidder shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as "0"(zero).
11. The Earnest Money deposit amounting to Rs. 24,000/- (Rs. Twenty Four Thousand only) shall be in the form of FDR/Bank Draft/Pay Order/Bank Guarantee/Banker Cheque from an Indian scheduled Commercial Bank in favour of D.D.O All India Radio, Shimla. Tender received without EMD, shall not be considered.

12. Tender Fee/Fee receipt and EMD deposit shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach All India Radio, Chaura Maidan, Shimla-171004(HP) before scheduled time on prescribed tender opening date.

13. The EMD of Rs. 24,000/- (Rs. Twenty Four thousand only) should reach, the undersigned in name of DDO, All India Radio, Shimla before scheduled time on prescribed tender opening date. EMD & Tender fee received late shall be summarily rejected. Hard copy of complete tender document (except financial bid) duly signed on each page shall also be enclosed with E.M.D. However there is no need to send hard copy of Financial Bid. Financial Bid will be opened on-line only.

14. The successful tenderers will be required to furnish performance Bank Guarantee (PBG) within 7 days of issue of L.O.I at the rate of 10% of contract value of one year in one of the acceptable forms as per tender documents. PBG may be asked every time a new L.O.I is issued depending upon requirement of additional taxi services from time to time.

15. Tenderers may ask for any clarification, if required, before the date stipulated in the details of tender items for any purpose through e-mail. After that no request will be entertained. However this clarification can be sought only before opening of the financial bid

16. Tenderers shall separately indicate the rate and amount of G.S.T. as applicable on the date of tendering in their offer, failing which, the offer will be summarily rejected.

B) LIST OF MANDATORY DOCUMENTS.

1. EMD.
2. Demand Draft/Pay Order of any Scheduled Bank of fee receipt towards tender fee.
3. AIR Shimla Tender Document complete along with all annexures manually signed and enclosed with the offer.
However Financial Bid need not be submitted and will be considered in E-mode only.
4. Past performance along with the user certificate.
5. Authorization to sign the bid by the bidder.
6. PAN No/GST No./ITCC/firms registration with relevant document should be enclosed with offer.

Drawing & Disbursing Officer
For Dy. Director General
AIR SHIMLA

No. SML-3(26)/2019/TPT/Tender/

Dated: 04.10.2019

To

TENDER DOCUMENT FOR HIRING OF VEHICLE

Tenders are invited for and on behalf of Prasar Bharati by Dy. Director General (E) AIR Shimla from taxi operators for transportation of office staff as per details given below.

Scope of work:

- 1) Taxi is required on hiring basis as and when required on need basis, as per following classification
 - i) Ordinary Non A/C Taxi ----- Maruti Alto, or equivalent
 - ii) Air-conditioned Taxi ----- Swift desire, or equivalent
 - iii) Maxi Cabs ----- Tata Sumo or equivalent
 - iv)luxury tax ----- INNOVA or equivalent
 - v) Maxi Taxi ----- Chevrolet Tavera or equivalent
- 2) Carrying of shift duty staff in morning, evening & night to various place within shimla.
- 3) Carrying of shift duty staff from AIR Shimla studio to HPT at Baldian & back during day time & night time.
- 4) Carrying of staff for various outdoor Broadcast coverage within and outside state
- 5) Carrying of staff for Inspection and survey to various locations in and outside H.P.
- 6) Above services will have to be provided day or/and night.
- 7) On an average two to three taxis will be required on daily basis for shift duty during morning & night however some time it may increase up to 4-5 vehicles also.

Method of Bid Participation

1. Tender should be submitted properly “sealed with sealing wax” which will consist of two parts A & B. Part A and B should be in separate.

Part A: It should be super scribed as “**Terms & Conditions Bid**” and should contain all details like

- a) Latest I.T.C.C. Certificate
- b) Firm Registration Certificate
- c) GSTIN Registration certificate. (wherever applicable)
- d) Signed copies of Tender Document & Agreement and all other related terms, conditions i.e. all details as asked for in this tender or any other information form may also to submit except price.

Part B: It should be super scribed as “**Price Bid**” and should contain **ONLY Rate Form** as in Annexure- A,,B,C,D

Terms and Conditions

- 1 This office needs taxies on hire basis as and when required. Contractor may provide non-A/C Taxi Type: like Maruti, Alto, Tata Sumo and AC Taxi: Swift Desire, innova etc. in good condition.
- 2 In Taxi milometer should be working condition and calibrated according to HP Transport rules.
- 3 The vehicle has to report at AIR, Shimla at scheduled time.
- 4 Opening and closing of meter reading should be done from AIR, Shimla Studio
- 5 Firm (Taxi Provider) will be responsible for any mishap, damage, accident, third party insurance etc. during hiring period of taxi. They should also insure the vehicle for seating capacity of all passengers.
- 6 Quotation will have to be submitted by on line tendering with attached format. Quotation should be valid for 1.3 yrs. From opening date
- 7 Contractor has to execute agreement, with A.I.R which would be applicable for 1years. This can be extended on Mutual agreement.
- 8 AIR, Shimla has reserve right to cancel contract, if condition does not be fulfilled by the contractor.

- 9 Firms has to ensure that taxi has proper documents like R/C, insurance, pollution certificate and any other document required by state Government or any other authority.
- 10 Contractor has to insure that driver possess valid license and driver should be disciplined and well behaved.
- 11 Deposit Security 10% of E.C.
E.M.D.2% of E.C.
Tender document Cost as per ITI norms.
Estimated cost (EC) 12 Lakhs (App.) for one year.
12. The renderer should quote rates strictly as in Rate Form as attached as Annexure—A,B,C,D.
13. The renderer submitting the tender should specify clearly whether they are submitting as (I) sole proprietor (II) Partner (II) Under Power of attorney (IV) Director, Manager or Secretary etc. as the case may be. Copies of documents authorizing the signatory to sign the tender on behalf of the companies / firms should be attached with the tender.
14. All photocopies should be duly self-attested when submitted along with tender.
- 15 The successful renderer will also be required to execute the contract agreement, copy of which has been attached with tender document renderer need to sign on each page of this agreement as a token of acceptance of this agreement and submit it along with Tender.
- 16 The submission of more than one tender in different names is prohibited.
- 17 If any of the information furnished by the renderer is found to be incorrect the contract is liable to be terminated without any notice.
- 18 Penalty :
(a): In case vehicle is not provided on a particular day then Prasar Bharati has a right to engage other vehicle. On its own for transportation, at firms risk and cost, and the amount will be deducted from Bills. Moreover a penalty of Rs.10000/ each fault will be imposed.
(b): In case of breakdown of vehicle while transportation and other vehicle not being provided within 15 minutes by transporter, then PrasarBharati will engage other vehicle at transporter risk and cost. Moreover a penalty of Rs.10000/ each fault will be imposed.
- 19 Payment of the Bills will be made on monthly basis within twenty five days of the receipt of Bills, if complete in all respect.
- 20 The log book shall be kept in the custody of driver who shall get the same filled up for the journey undertaken by officials of PrasarBharati.

21. If in any Court/ Tribunal orders the Prasar Bharati to pay compensation from whatsoever reasons, the department in this case shall be fully and legally entitled to recover full amount of compensation from the contractor by way of adjustment from the outstanding bills of contractor in any office of Prasar Bharati/other Govt. department or by way of adjusting security deposit. If the amount is not fully adjustable by the above manner, the Prasar Bharati shall have all right to recover the same from movable or immovable property of the firm by legal notice under law in force in the country.

22. During the period of hiring the approved contractors/driver shall follow the rules and regulations of the Police/ Municipality or District administration, if any penalty/ fine is imposed due to non-adherence of the same it shall be borne by the contractor.

23. All overwriting and cuttings should be duly signed.

24. The Bidder shall furnish the particulars of at least one latest past satisfactory performance with supporting documents of contract value of Rs. 12 Lac or above

25. **Security Deposit:** The successful bidder will have to furnish security deposit of 10% of contract period amount by way of Fixed Deposit/ Bank Guarantee on award of L.O.I. the security is likely to be forfeited in case.

- (i) Taxi operator withdraws prematurely during contract period.
- (ii) Does not adhere to all the terms and conditions of Tender document and agreement.
- (iii) Department withdraws the offer of contract permanently due to Taxi Operator fault.
- (iv) The contractor fails or neglects any of his obligations under the contract, it shall be lawful for PrasarBharati to either forfeit whole or part of security deposit furnished by the bidder as compensation for any loss resulting from such failure.

26. Taxi has to be allotted till it comes back for particular requition.

27. Termination of Contract:

Prasar Bharatimay without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part.

- (i) If the contractor fails to arrange the supply of vehicle.
- (ii) If the contractor fails to perform any other obligation(s) under the contract and agreement.
- (iii) If the contractor as per clause 26 (i,ii,iii,iv)

28. Vehicle registered as Commercial vehicle only should be supplied. In no case any other vehicle will be accepted by this office.

29. The firm shall sent the vehicle for periodical servicing at his own cost. Prasar Bharati will not pay any mileage run for such servicing or any deduction to be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be liability of firm. Salary of driver will also be paid by contractor.

30. Rates should be quoted in the prescribed Performa only.
31. Registered Taxi Operator should have telephone no for contact.
32. Latest I.T.C.C. and all other certificates to be submitted with bid.
33. Firms will have to enter into a agreement, for 1 years a specimen of which is being provided with Tender document. All contractors will have to comply with this agreement strictly, failing which their tender will be rejected. They should sign on each page of the agreement and indicate willingness to adhere to it, by returning it back, signed on each page.
34. If for any reason PrasarBharati is dissatisfied in any way with the standard of vehicle or felt deficiency in service during the hire period it will be reported to transporter in writing. The transporter without any dispute on such assessment will set right the complaint immediately failing which contract can be rescinded & security deposit forfeited.
35. The firm shall agree and comply with all the terms and conditions of this tender document including agreement.
36. If the transporter institutes any legal proceeding against the PrasarBharati to enforce any of its right under the agreement, it shall be the legal jurisdiction of PrasarBharati, where the vehicle has been hired and not the registered office of transporter.
37. Work contract tax or any other tax as applicable by Law from time to time will be deducted from each bill.
38. This office reserve the right to reject any tender document without assigning any reason whatsoever. And relax any term and condition it deems fit.
39. Vehicle has to report at A.I.R. Shimla at scheduled time. Delay of more than 5 min will result in penalty of 10,000/ per fault.
40. Validity of rates will be 1.3 years from date of awarding of contract the validity can also extended on mutual agreement.
41. Rates of Annexure A, B,C,D will be added (i.e. $X+Y+K+Z=J$). Firm which has lowest rates put together i.e. J will be lowest Bidder. And Taxi services will be allotted for all types of service as per RATE in Annexure A, B,C,D quoted by this single firm .
42. AIR Shimla reserves the right to cancel any tender quotation without giving any reason thereof.

43. If there is variation in Govt. levies, duties, Taxes the same shall be paid by either party over and above the rates as the case may be. In case of lower taxes the same shall be passed on to A.I.R. by firm and in case of higher Taxes, same shall be paid by A.I.R. to firm.

44. In case any new tax is added/deleted by Government (State or Central) during currency of contract or its extended period the same shall be paid accordingly to the firm by this office & vice versa.

45. Only registered taxi will be allowed for hiring basis. Taxi should be made available within 20 min. of intimation on phone for non-regular/emergency travel.

Drawing & Disbursing Officer
For Dy. Director General (E)
AIR Shimla

Frequent Journeys.

Type of Vehicle.	Rates for first 15 KM and 1 hrs. within city	Rate for AIR Studio to Lakkar Bazar & back	Rate for AIR Studio to A.G. Office & back(Rate for AIR studio to Lift & back	Rate for AIR studio to Kasumpti& back	Rates for AIR studio to Secretariat & back	Rate from studio to HPT Baldian& back	Rates for extra minute over & above 1,2,3,4,5,6,7	Rates for every K.M. over & above 1,2,3,4,5,6,7
	1	2	3	4	5	6	7	8	9
A. Non AC taxi Alto/Beats or equivalent									
B. Air conditioned Taxi Xcent, Swift Dezire or equivalent									
C. Innova , Xylo, Etios or equivalent.									
D. Maxi cab, Tata Sumo or equivalent									
E. Taxi, Cheviolet, Tavera or equivalent									

a. GST if applicable @ ----- b. Any other Taxes/duties/Levies if applicable @ -----.

c. This (a + b)above will be added to above each in column 1, 2, 3, 4, 5, 6, 7,8,9

Normal travel time and Distance.

Sr.No. 2: Total 8.5 Km. Time: 35 min.

Sr.No. 3: Total 3 Km. Time 15 min.

Sr. No.4: Total. 6.5 Km. Time 30 min.

Sr. No. 5: Total 16 Kms. Travel time 1. hrs.

Sr. No.: 6: Total 13 Kms. Travel time 45 min

Sr. No. 7: Total 44 Kms. Travel time 2.5 hrs.

Sr. No. 1: Working hours.

(a) Morning Shift

i) 04.00 hrs. onwards (Generally upto 06.00 hrs.)

(b) Night Shift

i) 20.00 hrs. onwards. (Generally upto 01.00 hrs. next day).

(c) These shifts will operate for all 365 days in a year

However this time slot can change to any time during 24 hrs.

Sr.No.2,3,4,5,6. Working hours.

i) Generally during day time. However can be anytime between 00.00 hrs to 24.00 hrs

Sr.No.7. Working hours.

i) Generally during day time. Any time within 24 hrs. (00.00 to 24.00 hrs.)

Average use of Taxi per month for last quarter:

Sr.No. 1: Average Kms run for 30 KM & 3 hrs. per month for quarter - 539 KM.

Sr.No. 2: Average –12 KM Sr.No.3:-----55 KM.

Sr.No.4: Average –22 KM Sr.No.5:----- 320KM.

Sr.No.6:Average–89 KM. Sr.No.7:-----1560 KM

Calculation of lowest rates of Annexure-`A`

Average use per month of frequent journeys of Sr.No. 1 to 7 will be multiplied by rates quoted for each and after multiplication Total of Sr. No. 1 to 7 will be done, to this column rates of column 8 & 9 will be added. Similarly total rates of column A, B, C, D, E will be done then total of column A, B, C, D, E will be taken. This is the rate of the firm for Annexure A

Let this rate of annexure `A` be say (X).

Name of Firm:
Authorized Signature:
Stamp

ANNEXURE B**Non Frequent Journeys.**

Type of Vehicle.	Rates for Radio Colony & Back	Rate for Boileauganj & Back	Rate for Totu & Back	Rates for ISBT Tutikandi & Back	Rates for extra minute over & above 1,2,3,4,	Rates for every K.M. over & above 1,2,3,4
	1	2	3	4	5	6
A. Non AC Alto or equivalent						
B. Air conditioned Swift Dzire or equivalent						
C. Innova, Xylo, Etios or equivalent						
D. Maxi Cab, Tata Sumo or equivalent						
E. Taxi, Cheviot, Tavera or equivalent						

a. GST if applicable @ ----- b. Any other Taxes/duties/Levies if applicable @ -----.

C This (a + b) above will be added to above each in column 1, 2, 3, 4, 5, 6

Normal travel time and Distance.

Sr.No. 1: Total 6 Km. Time 25 min.
 Sr.No. 2: Total 3 Km. Time :20 min.
 Sr. No.3: Total 11Km. Time :40 min.
 Sr.No.4. Total 10 Km. Time :40 min

Sr.No. 1,2,3,4 (working hours)

1) Generally during day time however it can be Any time within 24 hrs. (0000 to 2400 hrs.)

Average Taxi usage per month for last quarter:

Sr.No. 1.....17 kms

Sr.No.201 kms(notional)

Sr.No.3.....5 kms

Sr.No.4.....01 kms(notional)

Calculation of rates of Annexure-B.

Average use per month of non frequent journey of Sr.No. 1 to 4 will be multiplied by rates quoted for each and after multiplication Total of Sr.No. 1 to 4 will be done, to this column rates of column 5 & 6 will be added. Similarly total rates of column A, B, C, D, E will be done then total of column A, B, C, D, E will be taken. This is the rate of the firm for Annexure B

Let this rate of annexure `B` be say (Y).

Name of Firm:

Authorized Signature

Stamp

Rates to be quoted in this form only
Occasional Journeys (Non Tribal Areas).

Type of Vehicle	Rate for within/ out station journey *						Rate for every minutes over and above Sr. No.1,2,3,4	Rates for non working period (7 p.m to 9 a.m.)
	Fix charges For Taxi engagement.				Variable charges for fuel of Taxi			
	For quarter day (2 hrs.) A* 1.	For half day (4 hrs) B* 2.	For 6hrs C* 3.	Full day (8 hrs.) D* 4.	Fuel charges per K.M. E*			
					Petrol taxi 5.	Diesel taxi 6.		
A. Non AC Alto/ or equivalent								
B. Air conditioned ,Swift Dzire or equivalent								
C. INNOVA , XYLO or equivalent								
D. Maxi cab Tata Sumo or equivalent								
E. Taxi, Chevrolet, Tavera or equivalent								

1.*Within/ Out stations journey: Means any where in Himachal Pradesh or outside H.P. State. Time can be any time during 24 hrs.(i.e. 0000 hrs. to 2400 hrs.).

2. .A* ,B* , C* , D*: This is fixed charge for vehicle hiring of 2 hrs.,4hrs,6hrs.or 8 hrs.3. In addition to A*or B*or C*or D* are fuel charges per KM will be paid extra as in E

a. GST if applicable @ ----- b. . Any other Taxes/duties/Levies if applicable @ -----.

c. This (a + b) above will be added to above each in column 1, 2, 3, 4, 5, 6, 7, 8

Calculation of lowest rate of Annexure-C..

4. Based on logical assumption that taxi will travel 2 hr. -50 KM 4 hrs 100 kms , 6hrs 150 kms , and 8 hrs-200 KM.

For Petrol Vehicle:

Now rates in column 5 will be multiplied by 50 and rates of column 1,7, 8 will be added to it (say L).

Similarly rates in column 5 will be multiplied by 100 and rates of column 2,7, 8 be added to it (say M).

Also rates of column 5 will be multiplied by 150 and rates of column 3,7,8 added to it (say N).

Also rates of column 5 will be multiplied 200 and rates of column 4,7,8 will be added to it (say O)

Now rates L,M& N, O will be added (say P).

Diesel Vehicle:

Similar procedure will be followed for diesel vehicle and let us say amount is (say Q). Hence $P + Q = K$ will give lowest rates of Ann C.

Name of Firm:
Authorized Signature:
Stamp:

Rates to be quoted in this form only**Occasional Journeys(Tribal Areas).**

Type of Vehicle	Rate for within/ out station journey *						Rate for every minutes over and above Sr. No. A,B,C,D.	Rates for non working period (7 p.m to 9 a.m.)
	Fix charges For Taxi engagement.				Variable charges for fuel of Taxi		7	8
	For 2 hrs A* 1	For 4 hrs B* 2	For 6hrs C* 3	Full day (8 hrs.) D* 4	Fuel charges per K.M. E*			
					Petrol 5 .	Diesel 6		
A. Non AC Alto/ or equivalent								
B. Air conditioned ,Swift Dzire or equivalent								
C. INNOVA , XYLO or equivalent								
D. Maxi cabs Tata Sumo/ or equivalent								
E. Taxi, Cheviot, Tavera or equivalent								

*Within/ Out stations journey: Means any where in Himachal Pradesh or outside H.P. State. Time can be any time during 24 hrs.(i.e. 0000 hrs. to 2400 hrs.).

A* ,B*,C* , D*: This is fixed charge for vehicle hiring of 2,4, 6 or 8 hrs. In addition to A or, B*or.C*or,D* fuel charges per KM will be paid extra as in E*

a. GST if applicable @ ----- b. . Any other Taxes/duties/Levies if applicable @ -----.

C This (a +b2)above will be added to above each in column 1, 2, 3, 4, 5, 6, 7, 8

Calculation of lowest rate of Annexure D.

Based on logical assumption that taxi will travel in 6 hrs-150 KM and 8 hrs.-200 KM.

For petrol vehicle

rates in column 5 will be multiplied by 50 KM and thereafter rates of column 1,7,8 will be added to it (say R).

Also rates in column 5 will be multiplied by 100 and thereafter rates of column 2,7,8will be added to it (say S)

Also rates of column 5 will be multiplied by 150 and thereafter rates of column 3,7,8 will be added to it (say T)

Also rates of column 5 will be multiplied by 200 and thereafter rates of column 4,7,8 will be added to it (say U)

Now rates of R,S,T,U, Will be added (V)

Now similar procedure will be followed for diesel vehicle rates let us say amount is (Say W)). Hence lowest rates of Annexure-D will be (V + W=say Z).

Name of Firm:
Authorized Signature:
Stamp

19/30

ANNEXURE-II

AGREEMENT FOR HIRING OF TAXIS

This agreement made on the _____ day of.....2019 between the PrasarBharati, hereinafter called the “AIR Shimla”, on the one side and Shri/M/s-----Hereinafter called the “Supplier” on the other side.

Whereas the supplier is dealing the taxi service, the supplier agrees to provide vehicles as and when required on day to day basis to AIR, Shimla, on terms and conditions set forth hereinafter.

- 1.This agreement will commence with effect from_____and remain in force for period of 1 year from the date this agreement is made.
- 2.The hire charge will be paid in accordance with the rates mentioned in the Letter of Intent, after finalization of tender.
- 3.The milometer of the taxis, as may be supplied, shall be in working order as per regulation of the appropriate Transport Authority.
- 4.The Inter-State Passenger Taxi or any levies duties at Airport, Railway station or at Barriers etc. if any, shall be borne by the AIR, Shimla on production of Government receipts. But the supplier shall be required to obtain permits for all the out-station trips in advance and no charges shall be claimed by him on this account.
5. PrasarBharati, on behalf of AIR, Shimla, shall not be responsible, during the course of deployment of vehicles from the supplier, for any accident, loss or damages etc., to his vehicles on any account.

6. AIR Shimla will also be not responsible for any loss of life, or any injury to the driver, or to any third party during the deployment of the vehicles by AIR Shimla.

7.The Supplier will be responsible for loss, or damages, or injury to any person or property caused due to negligence of his drives, or ill-maintenance of the vehicles hired by AIR Shimla for programme material, equipment or any other articles or to any member of the staff.

8.The Supplier shall at all times keep the Government & AIR Shimla indemnified against all claims, actions, proceedings, costs, damages incurred and awarded and compensation agreed in consequence of any breach of all or any of the covenants and warrants herein obtained.

9.The drivers will be very polite and punctual and under no circumstances drive the vehicle under the influence of any intoxicating drink or drug. The supplier shall be responsible for the conduct of the drivers. The Government shall have the right to discontinue hire of vehicles if in the opinion of the AIR Shimla by whatever designation such office is called (the expression called Head of the AIR, Shimla hereinafter shall convey the same meaning), the behavior of the driver is found objectionable, and his opinion in this regard shall be final and binding on the supplier.

10.It will be the responsibility of the supplier to see that his driver possesses valid license and the supplier will also be responsible in case of Challan of driver due to violation of traffic rules, or for any other penalty imposed on the driver, or the vehicle for the time being in use.

11.The supplier agrees to maintain an account of journeys performed by each vehicle as per requirements of AIR, Shimla and submit to the same in this office, next day. The supplier shall comply with the requisition for taxi(s) made by the officer nominated by this office hereinafter called the “Said Officer”.

12.The supplier agrees to depute a representative to personally collect a Requisition Order for the number of vehicles ordinarily required for the next day from the ‘Said Officer’ of the office. The ‘Said Officer’ shall have right to place further requisition orders for additional number of taxis. The vehicles shall report at the reception/transport section of this office at the stipulated hours and shall remain available up to the stipulated hours as indicated from time to time by the ‘Said Officer’. The Said Officer shall have the right to detain the taxi beyond stipulated hours, without giving prior notice. Mileage will start from pick up at AIR Shimla and terminate back at AIR Shimla. No mileage shall be allowed for any lunch and tea break.

13.The supplier shall be bound by the rates quoted by him and agreed upon herein and shall not ask for any enhancement of the rates for the supply of vehicles during the period this agreement remains inforce, except for increase in Government (State or Central) Tax, duties, levies etc.

14.This agreement shall remain in force for a period of 1 years from the day this Agreement is made.

15.AIR, Shimla reserves the right to terminate this agreement at any time without giving any notice period on account of breach of any of the conditions stipulated in this Agreement or Tender document by the suppliers.

16.The decision of AIR, Shimla in respect of the terms of the Agreement as aforesaid shall be final and binding on the supplier.

17.The Government agrees to bear the stamp duty, if any, payable on this Agreement.

18. Taxes & Duties:

(a) If due to any Government order, there is variation in Govt. levies, duties, Taxes etc. the same shall be paid by either party over and above the rates as the case may be. In case of lower taxes, the same shall be passed on to A.I.R. by firm and in case of higher Taxes, same shall be paid by A.I.R. to firm.

(b) In case any new tax is added/deleted by Government (State or Central) during currency of this Agreement or its extended period the same shall be paid accordingly to the firm by this office and vice versa.

19.Work contract tax and GST TD Setc.or any other tax as applicable by Law from time to time will be deducted from each bill.

20.If the supplier institutes any legal proceedings against the Prasar Bharati to enforce any of its rights under the agreement, it shall be within the legal jurisdiction of Prasar Bharati, where the vehicle has been hired i.e Shimla, and not the registered office of supplier.

21. Provided always and it is hereby expressly agreed that if at any time any dispute, differences, doubt or question arises with regard to the interpretation or meaning of any of the terms and conditions of this Agreement or in respect of the rights, duties and liabilities of the parties hereto or in any way touching or arising out of these present or otherwise, then every such dispute, difference,

doubt or question (except the decision whereof is hereby expressly provided for) shall be referred to sole arbitration of the person appointed with the mutual consent of both the parties. The decision of the arbitrator shall be final & binding on the parties to this agreement. The provisions of the Indian Arbitration Act, 1996 or any statutory notification or re-enactment thereof and the rules made there under for the time being in force shall apply to such arbitration and these present shall be deemed to be a submission to arbitration within the meaning of the said act.

22. All paras and terms and conditions mentioned in tender documents and which are not incorporated in this agreement will be a part of this agreement.

23. AIR Shimla reserves the right to add/delete any clause of this agreement subsequent to signing of the Agreement depending upon merits of the case.

24. Supplier will furnish performance Bank Guarantee amounting to 10% of contract amount by way of fixed deposit/Bank Guaranty in favour of DDO AIR Shimla. Valid for 1.3 years from date of signing of Agreement. This will be refunded to supplier within 3 months after termination/expiry of Agreement or extension thereof.

25. Taxi and Driver has to obtain Gate Pass before entry into AIR Complex. Supplier has to give power point presentation and practical demonstration.

26.The Supplier shall also comply with all the terms and conditions of tender document contained herein, this shall be a integral part of this agreement.

27.In case performance in any way is not found satisfactory in that case, this office reserves right to terminate this Agreement.

28.The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The supplier shall take all possible steps to ensure maintenance of its performance as determined by the AIR Shimla from time to time.

29.IfAIR Shimla notices that the supplier has/have been negligent , careless in rendering the said services, the same shall be communicated immediately to the supplier who will devise corrective steps immediately to avoid recurrence of such incidents and report its action plan to AIR Shimla immediately, failing whichnecessary action will be taken by AIR Shimla.

30.If any of Driver of the Supplier indulges in theft, negligence or any illegal/ irregular activities , misconduct, the supplier will initiate appropriate action against erring persons and intimate accordingly to AIR Shimla Immediately.

31.AIR Shimla shall not be responsible jointly or severally, to any dispute or difference that may arise between the supplier and man power engaged by it for the services.

32.All payments made by AIR Shimla will be after deduction of tax at source, wherever applicable, as per provisions of law and the same shall be borne by the Supplier. T.D.S. will be as per provisions of Income Tax Act & G.S.T Act or any other act for the time being enforce. Any changes in the existing tax laws during the currency of agreement or extended period thereof will be paid. In case rates increase due to applicability of new tax the same shall be paid by AIR Shimla and vice versa.

33. The services rendered by the Supplier under this agreement shall be under close co-ordination and guidance/ instructions of AIR Shimla. The Supplier shall frame appropriate procedure for taking immediate action, as may be advised by AIR Shimla from time to time.

34. The Supplier shall be responsible for the proper behavior of the Driver deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental to AIR Shimla. The Supplier shall have to replace any of the Driver within 2 days if desired so by AIR Shimla or his authorized representatives.

35. AIR Shimla reserves the right to order any Driver of the Supplier to leave its premises if his/her presence at any time is felt undesirable.

36. AIR Shimla shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Supplier's deployed persons or to the said person directly and /or indirectly, in any manner whatsoever.

37. The employees/personnel of the Supplier rendering the services under this agreement shall never be deemed to be the employees of AIR Shimla in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by the Supplier for rendering the said services.

38. The Supplier shall obtain all registration(s)/permission(s) license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.

39. It shall be the Supplier's responsibility to ensure compliance of all the central and state government rules and regulations with regard to the provisions of the services under this agreement. The Supplier indemnifies and shall always keep AIR Shimla indemnified against all losses, damages, claims/actions taken against AIR Shimla by any authority/office in this regard.

40. The Supplier shall at its own expenses make good any loss or damage suffered by AIR Shimla as a result of the acts of commission of omission, negligently or otherwise of its person deployed while providing the said services at any of the premises of AIR Shimla or otherwise.

41. The Supplier shall at all times indemnify and keep indemnified the AIR Shimla against any claim on account of disability/death of any of its person deployed caused while providing the services within/ outside the premises or any other premises of AIR Shimla which may be made under the workmen's compensation act, 1923 or any other act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any person of the Supplier or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Supplier or not, who provided or provides the service at the premises of AIR Shimla or any other premises of AIR Shimla as provided hereinbefore.

42. The Supplier shall at all times indemnify and keep indemnified AIR Shimla against any claim by any third Party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its personnel during the hours of providing the services at AIR Shimla's premises or before and after that.

43. In the event of failure of the Supplier to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, AIR Shimla shall be entitled to procure services from other sources and the Supplier shall

be liable to pay forthwith to the AIR Shimla the difference of payments made to such other sources, besides damage at Rs.10000/- per fault.

44.The Supplier shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of service, which it may suffer or otherwise incur by reason of any act./omission, negligence, default or error in judgment on part of itself and /or its deployed manpower in rendering or non-rendering the services under this agreement.

45.Any loss/damage to the property of AIR Shimla due to negligence of the Driver or the vehicle of the Supplier shall have to be borne by the Supplier.

46.AIR Shimla can terminate this agreement by giving two months prior written notice to the supplier without assigning any reason and without payment of any compensation thereof.

47. If the Supplier commits breach of any covenant or any clause of this agreement, AIR Shimla may send a written notice to the Supplier to rectify such breach within the time limit specified in such notice. In the event the Supplier fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and the Supplier shall be liable to AIR Shimla for losses or damages on account of such breach.

48. This agreement and tender documents represents the entire agreement between the parties and supersedes all previous or other writings and understandings, oral or written, and further any modification to this agreement, if required, shall only be made in writing. AIR Shimla will not be responsible for

written or oral commitment given by any regular staff member to any of deployed Driver of the Supplier.

49. The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

50. At any time indulgence or concession granted by AIR Shimla shall not alter or invalidate this agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concession shall have been granted. Further, the failure of AIR Shimla to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Supplier of any of the provisions hereof, shall in no way be constructed to be a waiver of such provisions of this agreement nor in any way affect the, validity of this agreement or any part thereof or the right of AIR Shimla to enforce the same in part thereof or in the entirety of it. Waiver, if any, has to be in writing.

51. Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authorities' demands requirements. Such force majeure situation shall be notified to the other party within 15 days from the occurrence of the same in writing.

52. The applicable laws governing this agreement shall be the laws of India and the courts of Shimla shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

53. Any changes in rates, statutory obligations or taxes will be part of this agreement and shall be incorporated as an Amendment to this Agreement subsequently during currency of this agreement or its extension thereof.

54. If at any point on time it is found that this agreement is not in conformity with existing rules & regulations applicable or any Tax payable, the same will be incorporated subsequently in this agreement.

55. *AIR Shimla reserves the right to add / delete any clause to this Agreement* subsequent to signing of the Agreement depending upon merits of the case.

PrasarBharati

Service Provider (FIRM)

A.I.R.Shimla.

STAMP

STAMP

56. In witness of the present, agreement assigned by the Government to be signed with the supplier for and on behalf of PrasarBharati.

(1) Signed _____

Witness _____

(2) Signed _____

Witness _____

Signature _____