

From:

The Director, Supplies & Disposals, Haryana,
SCO. No. 09 (1st & 2nd Floor), Sector-16, Panchkula.
Ph.: - 0172-2570121, 123, 124. Fax No.: - 0172-2570122.
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To

1. The Additional Chief Secretary to Govt. Haryana, Finance Department
2. The Director General, Transport Department, Haryana
3. The Managing Director, HVPN, Haryana
4. The Engineer-in-Chief, PWD (B&R), Haryana
5. The Additional Director (E), O/o DS&D, Haryana

Memo No.

Dated Panchkula the:-

Subject:- Policy for Procurement of Services- Outsourcing of Vehicles in various offices of the Government Departments/ Government Agencies of the State.

I have been directed to convey that the committee constituted by the State Government for the above mentioned subject has finalized the Policy "Procurement of Services- Outsourcing of Vehicles in various offices of the Government Departments/ Government Agencies of the State" along with DNIT. A copy of the same (Page 1 to 33) is enclosed for information.

Endst. No.

4478

Sd/-
Deputy Director,
For, Director Supplies & Disposals, Haryana
Dated: 5/7/16

A copy of the above is forwarded to the following for information and necessary action:-

1. Branch Officer, Vehicle Purchase Branch, Supplies & Disposals Haryana with the request for the implementation of the same at the earliest.
2. ✓ Jr. Programmer O/o Supplies & Disposals Haryana with the direction to upload the same on the department website.

Q. Kona
Deputy Director,
For, Director Supplies & Disposals, Haryana

**SUPPLIES & DISPOSALS DEPARTMENT,
HARYANA**



**POLICY FOR PROCUREMENT OF SERVICE-
OUTSOURCING OF VEHICLES IN THE STATE
2016**

OFFICE OF THE DIRECTOR, SUPPLIES & DISPOSALS, HARYANA
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Subject:- Policy for Procurement of Service - Outsourcing of Vehicles in the State

1. **Background:** The Chief Secretary to Govt. Haryana vide its memo no.8/33/2015-RVA of dated 01.02.2016 had decided to implement the provision of outsourcing of vehicles along with drivers from outsourcing agency instead of having in-house purchases of vehicles as well as keeping their drivers with the following framework:-
 - i. That outsourced vehicles cannot be permitted in high security offices and other sensitive areas, so senior office at the rank of Secretary and above shall be exempted from this provision.
 - ii. That the policy of outsourcing of vehicles will be tried in phased manner in Govt. of Haryana. At first, all the Boards/ Corporations/ Universities will be asked to stop purchasing of new vehicles as well as replacement vehicles. All their requirements shall be outsourced from private agencies through competitive bidding.
 - iii. That some Govt. Departments i.e. Agriculture, Horticulture, Fisheries and Women & Child Development shall also follow outsourcing of vehicles in first phase itself.
 - iv. That all these Departments/ Boards/ Corporations/ Universities as above shall send their requirements of new vehicles as well as replacement vehicles for next six months for consideration in Supplies & Disposals Department, so that economies of scale of common tendering can be achieved.
 - v. That to ensure the quality of vehicles, a condition can be provided in the tender that vehicles registered earlier than 2015 (one year before the tender year) shall be eligible.
 - vi. That in order to ensure smooth adoption of outsourcing of vehicle policy, officer will be provided one step upgraded model of vehicles. However for Tehsildars/ Niab Tehsildars and other officers who are presently using Bolero/ TATA Sumo or similar vehicles, will continue to use such vehicles models from outsourcing agencies.
 - vii. That if any driver becomes surplus from outsourcing of vehicles, than such drivers will be adjusted in any other Haryana Govt. Departments/ Boards/ Corporations/ Universities. The driver cadre will be kept as diminishing cadre in above mentioned Department/ Boards/ Corporations/ Universities.
 - viii. That from now onwards, the Finance Department will not sanction any new vehicles from above mentioned Departments/ Boards/ Corporations/ Universities. These Departments/ Boards/ Corporations/ Universities shall also stop purchasing replacement vehicles.
 - ix. That in order to frame the detailed policy, first information regarding requirement of Govt. vehicles of next six months from above mentioned Departments and all Boards/ Corporations/ Universities will be obtained within 15 days.
 - x. That the Chief Secretary to Govt. Haryana vides its memo no. 8/33/2015- RVA of dated 01.01.2016 (CP-40) notified the above policy as at Para 1 above of this office note to all the concerned Departments and all Boards/ Corporations/ Universities.

xi. The Director Supplies & Disposals Haryana vide its memo no. DSD/HR/E-3/Outsourcing Vehicles/2015-16/19717-811 of dated 01.02.2016 (CP-43) requested all the above mentioned Departments and Boards/ Corporations/ universities to submit their requirement to this office as per Para ix above.

2. Authority for the Procurement of Service- Outsourcing of vehicles:-

The State Government has designated the Department of Supplies & Disposals Haryana as the authority for Procurement of Service- Outsourcing of vehicles. It has also been decided that in Phase-I of implementation of the policy of Outsourcing of vehicles in the State, the four Departments (i.e. Agriculture, Horticulture, Fisheries and Women & Child Development) and all Boards/ Corporations/ Universities will send their requirement of new vehicles as well as replacement vehicles for next six months for consideration in Supplies & Disposals Department Haryana, which will arrange Service Contract through Online-Tendering for the supply of vehicles through outsourcing.

3. Competent authority to finalize policy issues with regard to Procurement of Service- Outsourcing of vehicles in the State:-

The committee as per the constitution given below is the final authority to finalize/ amend policy issues with regard to Procurement of Service- Outsourcing of vehicles in the State. The constitution is as under:-

Sr. No.	Designation	Designation in the committee
1	Head of Department Supplies & Disposals Haryana	Chairperson
2	Representative of Transport Department Haryana not below the rank of Joint State Transport Commissioner	Member
3	Representative of Power Utilities Haryana not below the rank of Superintending Engineer Material Management of HVPN	Member
4	Representative of PWD B&R (Mechanical) not below the rank of Executive Engineer	Member
5	Representative of Finance Department Haryana not below the rank of Under Secretary	Member
6	Branch Officer (AD/JD/DD/Asst. Dir.) of Vehicle Purchase Branch, DS&D office	Member
7	Branch Officer, Administration Branch, Supplies & Disposals Haryana	Member Secretary

The quorum for the meeting of the above committee is minimum four members. The scope amongst other things includes as under:-

- i. To decide and finalise the rules/ instructions/ procedures to be adopted for the service procurement- Outsourcing of vehicles.
- ii. To decide and finalise the specific terms & conditions, general terms & conditions and eligibility criteria for this service procurement- Outsourcing of vehicles.
- iii. To decide and finalise the possible tenure for this service procurement.
- iv. To decide and finalise the option of GPS monitored vehicle log book.
- v. To decide and prepare e-Tender Document which may include Notice Inviting Tender (NIT), Instruction to bidders, Specific Terms & Conditions to this Service

- Procurement, Eligibility Criteria, General Terms & Conditions, Important Instructions, Draft Agreement for hiring of vehicles, Draft of Bank Guarantee for Performance Security and to decide and finalise the implementation of the same
- (a) Tendering for Procurement of Service-Outsourcing of Vehicles for Haryana Government Department/ Organizations at State headquarter: Chandigarh/ Panchkula (Category-I) (b) Tendering for Procurement of Service-Outsourcing of Vehicles for Haryana Government Department/ Organizations at National Capital Delhi (Category-II) (c) Tendering for Procurement of Service-Outsourcing of Vehicles for Haryana Government Department/ Organizations in Districts of the State Separately (Category-III).
- vi. The above committee will be the final authority to decide and finalise all the issues as specified in the scope of work as above.

4. Competent authority for the technical scrutiny of the bids- Procurement of Services- Outsourcing of vehicles:-

A Technical Committee (TC) as per the constitution and scope of work given below is the competent authority for the technical scrutiny of bids received. The constitution of the Technical Committee is as under:-

Sr. No.	Designation	Designation in the committee
1	Head of Department Supplies & Disposals Haryana	Chairperson
2	Representative of Industries department Haryana not below the rank of Joint Director	Member
3	Representative of Transport Department Haryana not below the rank of Deputy Transport Controller	Member
4	Representative of PWD B&R (Mechanical) not below the rank of Executive Engineer	Member
5	Branch Officer, Supplies & Disposals Haryana	Member Secretary

The scope of work of the above Technical Committee is as under:-

- i. To technically evaluate the bids received on the basis of terms & conditions/ eligibility criteria of the NIT.
- ii. The committee shall make detailed, comprehensive and self contained recommendation regarding the technical validity of the bids and wherever necessary will suggest whether further clarification/ documents will be sought from the bidders to facilitate proper technical appraisal.
- iii. In case the technical bid is silent on certain technical point, the committee will ask the bidder to send the required information or if some particulars already supplies in the offer are not clear, the bidder may be asked to clarify the position. However in doing so the committee must ensure that the bidders are not allowed to improve upon the offers viz-a-viz offers of other bidders wither technically or commercially.
- iv. The meeting of this committee shall be fixed within one week of the opening of Technical Bids and notice to the members of this committee shall be issued at least one week before the date of the meeting.
- v. The quorum for the above committee will be more than 50% of the total strength of the committee.

5. **Competent authority to finalize the cases of the Procurement of Services-Outsourcing of vehicles:-**

The competent authority/ financial power for finalizing the Procurement of Services-Outsourcing of Vehicles for which Indents are received by Directorate of Supplies & Disposals, Haryana will be same as contained in Govt. G.O. No. 2/2/2004-4IB-II of dated 06.05.2005 or amended from time to time in this regard. Accordingly the same is as under:-

Sr. No.	Value of Procurement of Service- Outsourcing of vehicles case	Competent Authority with whom power vested
1	All procurement of Service-Outsourcing of Vehicles valuing below Rs. 10 lacs	Standing Purchase Committee (Lower) at the level of HOD, Supplies & Disposals, Haryana
2	All procurement of Service-Outsourcing of Vehicles valuing between Rs. 10 lacs to Rs. 30 lacs	Standing Purchase Committee (Higher) at the level of Administrative Secretary, Industries & Commerce Department, Haryana
3	All procurement of Service-Outsourcing of Vehicles valuing above Rs. 30 lacs	High Powered Purchase Committee

6. **Type of vehicles-eligibility criteria for the vehicles to be used by the various Departments/ State Govt. Agencies:-**

The State Govt. has decided that to provide a one step of upgraded model of vehicles to the entitled officers in order to ensure a smooth adoption of outsourcing of vehicle policy. Accordingly once step upgraded model of vehicle as provided in the entitlement issued vide Chief Secretary to Govt. Haryana order no .2/6/2005-RVA of dated 05.08.2009 and amendment therein from time to time will be the eligibility criteria for entitlement. Accordingly based on the Govt. Instruction dated 26.10.2015, the same will be as under:-

Sr. No.	Rank of the officer	Price Limit
1	Officers in CS Grade (Rs.80,000/-fixed)	As per existing Govt. Instructions for entitlement.
2	Officer drawing Grade Pay of Rs. 12,000 (above super-time scale)	Toyota Corolla Altis (Petrol) or equivalent upto a price of Rs. 12.00 lacs (excluding all Taxes)
3	Officer drawing Grade Pay of Rs. 10,000 (super timescale)/ MD/ HOD	Honda City SMT (petrol) or equivalent up to a price of Rs. 09.00 lacs (excluding all Taxes)
4	Officer other than the above	Maruti Ciaz (VXI) Maruti Dzire VDI (Diesel) or equivalent up to price of Rs.7.15 lacs (excluding all Taxes)
5	Tehsildars/ Niab Tehsildars and other officers who are presently using Bolero/ TATA Sumo or similar vehicles	Entitlement for the same type of vehicles i.e. Bolero/ TATA Sumo or similar vehicles

7. Amount of Tender Fee, Earnest Money and Performance Security:-

The same will be as under:-

i. Tender Fee-

a. For tender less than or equal to 5 vehicles = Rs. 1,000/-

b. For tender more than 5 vehicles = Rs.5,000/-

ii. EMD:- The same will be five per cent of the estimated value of the contract. The exact amount of EMD will be indicated in the Tender Notice

iii. Performance Security:- The Performance Security Deposit of the successful tenderer will be 10% of the estimated value of the contract. The performance security in excess of the EMD already deposited will be submitted in the shape of Demand Draft or equivalent Bank Guarantee of any scheduled bank with branch in Chandigarh/ Panchkula as per the performa of Bank Guarantee.

8. Penalties/ Deductions in case of non performance/ violation of Services Agreement:-

The same are as under:-

a. Unclean vehicle or seat covers/ smell in the vehicle-(i) Rs.50/- for the first day (b) Rs. 200/- per day for the second consecutive day and beyond as pointed out by the controlling officer of the vehicle.

b. For non-providing of vehicle in time:- Rs.100/- per hour of delay;

c. Breakdown en-route:- In case any of the vehicle fails to report on duty due to break down or otherwise, the firm/ contractor shall be responsible to provide alternate vehicle within ONE-HOUR, otherwise the concerned Govt. Department/ Organization will be within rights to make alternate arrangement at the risk and cost of the contractor after imposing the penalty of Rs. 500/- for each such case.

d. Recurrent malfunctioning/ dissatisfactory condition of the vehicle:- The vehicle will be returned. A vehicle may be hired by the concerned officer/ office, payment of which will be borne by the contractor along with a daily fine of Rs.500/- till such time a proper vehicle is provided by the contractor.

e. On misbehavior by the Driver:- Rs.500/- per default. If the misbehavior continues, then the driver will have to be changed by the contractor. If the contractor does not change the driver within 3 days time, the vehicle will be sent back and a taxi may be hired. The payment of such taxi will be borne by the contractor along with a fine of Rs.200/- daily.

f. During the contract period if any of the vehicle is seized/detained/ impounded by the Police, Transport Officer or any other Authority for any reason whatsoever, it will be at the sole risk responsibility of the contractor, who shall immediately provide another vehicle of the same seat capacity in lieu thereof, otherwise a penalty of Rs.1500/- per day will be imposed;

g. For violation/breach of any of the condition of the contract:- Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.

h. The competent authority who can levy the above mentioned penalties/ deduction will be the officer/ office with whom the concerned vehicle is attached.

9. Arbitration:-

In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the Director Supplies & Disposals Haryana. The award of the arbitrator so appointed shall be final and binding on the parties. The entire dispute shall be subject to the jurisdiction at Panchkula (or in any other city) where the office of Director Supplies is located. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the Govt. then entire amount shall be payable by the Director, Supplies & Disposals Haryana but where the ex-parte award is announced in favour of the Govt., the share of the opposite party shall from part of claim and shall be recoverable from the said party.”

- 10.** The format for Schedule-A (DNIT) of this Service Procurement- Outsourcing of Vehicles is as enclosed as Appendix- 'A' "Arranging Rate Contract for Procurement of Services- Outsourcing of Vehicles in various offices of the Government Departments/ Government Agencies at Chandigarh/ Panchkula, Delhi and various Districts of the State through online tenders in two stage bid system i.e. Technical bid and Financial Bid”

A. Sreenivas, IAS
Director, Supplies & Disposals, Haryana

Appendix-'A'

OFFICE OF THE DIRECTOR, SUPPLIES & DISPOSALS, HARYANA
 SCO No. 09, 1st & 2nd Floor, Sector-16, Panchkula-134113 (Haryana)
 Ph.:- 0172-2570121,123,124. Fax No.:- 0172-2570122.
 e-mail:-supplies@hry.nic.in , Website:- dsndharyana.gov.in

Subject:- Arranging Rate Contract for Procurement of Services- Outsourcing of Vehicles in various offices of the Government Departments/ Government Agencies at Chandigarh/ Panchkula, Delhi and various Districts of the State through online tenders in two stage bid system i.e. Technical bid and Financial Bid as per details given below in Schedule-A/DNIT.

SCHEDULE-A/ DNIT

SR. NO.	PARTICULARS	REMARKS
1	Tender Notice No.	
2	Sr. No. of Tender.	
3	Superscribed No. of Tender.	
4	Online submission of EMD, Tender fee & e-Service fee	
5	On line Bid Preparation & submission.	
6	Date & time for submission of manual document.	
7	Date & time of opening of Technical Bids/s.	
8	Date & time of opening of Financial Bids/s	
9	Tender Fee:-	
	For tender where requirement of vehicles is less than or equal to 5	Rs. 1000/-
	For tender where requirement of vehicles is more than 5	Rs. 5000/-
10	Earnest Money required.	
11	E-Service Fee.	Rs. 1000/-
12	Rates to be kept valid for acceptance upto:	

IMPORTANT NOTE:- DATE AND TIME OF MAKING PAYMENT OF TENDER FEE, EARNEST MONEY AND E-SERVICE FEE IS UPTO AT P.M

Pre Bid Meeting will be held on: _____ for the clarifications/ queries for potential bidders. Bidders are requested to come with their written clarifications/ queries if any.

A. Information to Bidders:

1. The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>
2. Date and Time of making payment of tender fee, earnest money deposit (EMD) and e-service fee is upto _____ at 02:00 p.m
3. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Point No.- 2 under "Instructions to bidder on Electronic Tendering System" and available _____ at _____ the _____ link: https://haryanaeprocurement.gov.in/home_page_document/Tender%20Forms%20ODSnD_030415.rar
4. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
5. The bidders must have Net Banking account in order to pay Tender Document Fee and e-Service Fee.
6. **Payment of Tender Fee:-** The payment for the Tender Document Fee shall be made by the interested bidder online directly through Net Banking with the available Banks at e-GRAS e-Payment Gateway.
7. **Payment of e-Service Fee:-** E-Service Fee payment shall be made separately by the interested bidders/ contractors online directly through Net Banking Account.
8. **Payment of EMD:-** The payment of EMD can be made directly through RTGS/ NEFT or OTC. In this regard please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of Govt. of Haryana at the link: https://haryanaeprocurement.gov.in/home_page_document/Payment_Guidelines_NPL.pdf
9. Intending bidders will be mandatorily required to sign-up online (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/She will be required to make online payment of EMD fee in due course of time before _____ upto 2.00 P.M. In case the intended bidder fails to pay EMD fee under the stipulated time frame, he/she shall not be allowed to submit his/ her bids for the respective event/ Tenders.
10. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. on or before _____ upto 2.00 P.M; and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Tenders at <https://haryanaeprocurement.gov.in>
11. However, the details of the EMD, Tender document Fee & E - Service Fee are required to be filled/ provided at the time of online Bid Preparation.
12. Online Technical Envelope—Reference details of the Earnest Money Deposit, Tender Document Fee & e - Service Fee instrument and scanned copies of supporting documents and QR/technical criteria with proper index and page numbering on all the documents have to be provided.

13. If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.

B. Brief Description of Rate Contract for Procurement of Services- Outsourcing of Vehicles:

Sr. No.	Description of Services	Category of Service Provider	Quantity	Value of Rate Contract	Place of Service Delivery
1	Procurement of Service-Outsourcing of Vehicles for Haryana Govt. Department/ Organisation at State Headquarter :Chandigarh/ Panchkula	Category-I	As per Details given in Annexure -I	?	Different offices of the Government Department/ Agencies at Chandigarh/ Panchkula
2	Procurement of Service-Outsourcing of Vehicles FOR Haryana Govt. Department/ Organisation Offices at national capital - Delhi	Category-II		?	Different offices of the Government Department/ Agencies at Delhi
3	Procurement of Service-Outsourcing of Vehicles FOR Haryana Govt. Department/ Organisation Offices in District- _____	Category-III		?	Different offices of the Government Department/ Agencies at Districts

The details about the type of vehicle required, their quantity and place of Service delivery of the above Procurement of Services are available at Annexure-I of this document.

C. Eligibility Criteria:-

1. Reputed Taxi Operators/ Tour Operators/ Service Providers/ Agency/ Firm/ Central or State Government Undertaking are eligible to participate in this tender. **Attach a copy of Registration Certificate of the firm, TIN Number, PAN Number, Service Tax Registration Number from the competent authority.**
2. The above mentioned bidders should have a minimum two years experience of similar type of work. Similar type of work means that they have provided vehicles on outsourcing basis to any State Government Department/ Government Agencies or Government of India Departments/ Undertakings. **Attach copies of Work Experience for the relevant period from the Hiring Government Department/ Agency.**
3. The above mentioned bidders should have executed work order for a single type of work through a single order valuing at least 20% of the estimated cost of Work for

which presently tendering during the last three preceding years (on the date of the tender) in State Government Department/ Agency or Central Government Department/ Agency. Attach copies of the Work Orders issued by Hiring Government Department/ Agency along with Performance certificate of successful completion of the same.

4. The bidder should own or have on lease sufficient vehicles of model not older than 1 year (on the date of the tender) vehicles registered as commercial vehicles in their name or firms name for use as commercial vehicles as per details given below:-

Sr. No.	Category of Service Provider	Minimum number of vehicles of his own/ on lease
1	Category-I	25% of the total requirement
2	Category-II	25% of the total requirement
3	Category-III	25% of the total requirement

Attach the proof of ownership of the vehicles and lease deed for the vehicles, if any.

5. The concerned bidders should have its own EPF, ESI and Service Tax Number. Attach copies of EPF, ESI and Service Tax Number issued by the competent authority. In case the same is not available as on date, to submit an affidavit on legal paper for the allotment of EPF, ESI and Service Tax registration before allotment of the work. The bidders are required to give their profile as per Performa -A of this document.

D. Scope of Work of the Services:-

The participating bidders in the tender will be required to provide various types of vehicles along with drivers as per the requirement of State Government Departments/ Agencies to be used for officers/ officials for office work both at designated areas and even outside the designated area as per the requirement on monthly charges basis.

E. Specific Terms & Condition related to above Procurement of Services:-

1. Rates:-

- 1.1 The hiring rates shall be lump-sum per vehicle per month covering all expenses towards fuel, running and maintenance of vehicles, cost of consumables/ lubricants, insurance, permit fee and other charges including the salary (including overtime)/ dues of the driver etc.
- 1.2 The Toll Tax and Parking Fee as applicable from time to time shall be paid extra by the concerned State Government Department/ Agency on the production of actual deposit receipt to the concerned authority.
- 1.3 The Passenger Tax, Road Tax/ Token Tax, Municipality Tax as applicable from time to time shall be paid by the bidder firm/ contractor.
- 1.4 The bidder has to submit Financial Bid for 2000/2500/3000 Kms per month with complete month availability along with the rates in per Km, if different, for the additional mileage in excess of 2000/2500/3000 Kms. The rates will be evaluated on the basis of Lump-Sum quoted for 2000/ 2500/3000 Kms on

monthly basis. The rates for the additional mileage in excess of 2000/2500/3000 Kms will be considered of the bidder who has quoted minimum and the L-1 bidder/ firm for the Lump-Sum rate will have to agree to the same.

1.5 The firm/ Contractor will be reimbursed Rs.200 per night for stay of the driver on tour to the outstation (more than 8 hours) or any duty after 9 P.M. at Headquarter in addition to the above rates.

1.6 The rates quoted should be exclusive of Service Tax. The Service Tax will be paid additionally only after receiving the photocopy of the Service Tax Registration Certificate. No Service Tax will be paid if the firm/ contractor fails to provide proof of valid Service Tax Registration. Copy of PAN is also required to be submitted by the bidder firm/ contractor.

1.7 The rates shall remain firm during the contract period. No escalation or price variation or any other extra payment whatsoever and on any account shall be made/ allowed irrespective of any fluctuation in prices/ taxes or labor/ material or even in wages of the drivers etc.

2. Payment terms/ mode:-

2.1 100% payment shall be made within 15 days on submission of monthly bill in duplicate. Certificate of salary given to the deployed driver's must be given along with the bill.

2.2 The payment in respect of extra kilometers over and above the prescribed monthly minimum limit of 2000/2500/3000Kms at the rate agreed on Rate Contract will be made at the end of financial year. The extra payment will be made for the Kilometers=Total Kilometers run during the financial year (appropriate period) minus (-) Total Kilometers prescribed limit in the financial year i.e. 2000/2500/3000Kms multiply (X) by the numbers of months of the financial year.

2.3 Income Tax /Sale Tax as applicable, if any, as per Income Tax rules shall be deducted from the monthly bills of the contractor/ firm at source.

2.4 All payment to the firm/ contractor will be made through electronic mode- NEFT/ RTGS. For this, the firm/ contractor will provide complete bank details like Name/ Branch of Bank, Account Number, IFSC Code & Type of account etc. RTGS/ NEFT charges are to be borne by the contractor/ supplier.

3. REGISTRATION:-

Vehicle must be registered under Motor Vehicle Act as commercial vehicle and have relevant permit for Haryana, Punjab, UT of Chandigarh and Delhi. Expenditure towards registration of vehicles, Road Tax, Commercial Vehicle Tax permit etc. with state Govt. Transport Authority will be borne/settled by the owner of vehicle during the contract period.

4. CONTRACT PERIOD:-

The contract shall remain in force for a period of Three Years (with 5% yearly increase) from the date of start of the work. However, the Govt. Department/ Organization Reserves the right to extend the period of the contract for another ONE YEAR on the same rates, terms & conditions with mutual agreement/ consent.

5. TERMINATION OF CONTRACT:-

The Government Department/ Organization reserves the right to terminate the contract at any time or at any stage during the period of contract by giving 24 Hrs notice without assigning any reason.

6. MAINTENANCE OF LOG BOOK:-

The log book will be maintained by the driver and the same shall be filled and verified by the concerned officer in the Government Department/ Organization using the vehicle.

7. GPS ENABLED VEHICLE:-

The firm/ contractor may ensure that all the vehicles provided by them under the contract are GPS enabled in order to ensure proper and effective utilization of the vehicles by the concerned offices.

8. DUTIES & RESPONSIBILITIES OF THE FIRM/ CONTRACTOR (General):-

8.1 The firm to whom the work is awarded will have to provide the vehicle as per Rate Contract issued by Director Supplies & Disposals within 30 days of issue of Request / Requirement from Govt. Departments/ Organizations.

8.2 Documentation: -

The firm/ contractor shall submit the photocopy of the following documents along with originals for verification by the concerned officer/ office of Govt. Department/ Organization where the vehicle is to be provided. Original documents shall be returned to the owner after verification.

- i) Photo Copy of Valid RC of vehicle
- ii) Photo Copy of Valid Comprehensive Insurance Policy of Vehicle.
- iii) Photo Copy of Valid pollution certificate of vehicle.
- iv) Colored photograph of vehicle with front number plate
- v) Valid permit to ply vehicle in Haryana, Punjab, Delhi (NCR) Chandigarh (UT).
- vi) Duly Stamp & sign terms & Conditions
- vii) Photo Copy of Valid Driving License of the Driver.

- 8.3 If the firm/ contractor fails to provide the vehicle within the stipulated period OR his services are found to be unsatisfactory at any stage; the concerned Govt. Department/ Organization will be entitled at its option:-
- 8.3.1 EITHER to cover the damages of non execution/delay and to get the same executed from some other source(s) at his risk and cost besides intimating the Supplies & Disposals Department Haryana for taking action as per the conditions of the rate Contract which includes Blacklisting of the firm and forfeiting the Performance Security Deposit. OR;
 - 8.3.2 To get the work completed departmentally OR through any other agency purely at the risk and cost of the first contractor. In that case no payment is liable to be made for the work already done besides intimating the Supplies & Disposals Department Haryana for taking action as per the conditions of the rate Contract which includes Blacklisting of the firm and forfeiting the Performance Security Deposit.
 - 8.3.3 To take the legal remedies to recover the balance amount, if left.
- 8.4 The contractor shall be responsible for all the risks involving liabilities and obligations arising out of this contract and under pay provision of law in force from time to time.
- 8.5 The vehicle shall be provided with safety belt, steppney, tools spares and consumable, while travelling, by the owner of the vehicle without any extra charge.
- 8.6 During the period of this contract the vehicle shall be at the exclusive disposal of the concerned office/ officer of Govt. Department/ Organization.
- 8.7 Tempering of the meter shall be viewed seriously. In case it is noticed that the meter of the vehicle is mal-functioning and showing extra mileage, then actual difference shall be recovered on prorata basis for the entire period for the calendar month during which the vehicle has actually run. It will be obligatory on the part of the vehicle owner to get the mileage checked by the controlling officer in the beginning of the calendar month and get it recorded in the logbook.
- 8.8 The driver should have a mobile phone for two way communication with outgoing facility.
- 8.9 The Owner of the vehicle shall ensure that the drivers are punctual and vigilant in performance of their duties. Further the owner shall engage/supply physically/ medically fit driver.
- 8.10 All the drivers deployed by the firm/ contractor of the vehicle shall be issued proper laminated card to the personnel deployed who shall prominently

display their identify cards while on duty and should be dressed properly (In proper uniform)

- 8.11** In the event of theft, loss, accident or any dispute with any local Govt. Authority, concerned Govt. Department/ Organization will not be responsible and vehicle owner firm/ contractor will settle the claim himself at his risk and cost. The vehicle provided by the firm/ contractor will be an authorized vehicle to be given on hire as a taxi to concerned Govt. Department/ Organization and any lapse on this issue will be the responsibility of the service provider.
- 8.12** All the drivers deployed by the firm/ contractor of the vehicle will have a proper Commercial Driving License to drive the particular vehicle and the date of issue of DL will be more than 5 years on the date of deployment of driver on the vehicle in Government Department/ Agency.
- 8.13** The firm/ contractor will be duty bound to make available the vehicle to the concerned Government Department/ Agency office/ officer even in the case of Law & Order problem or any unforeseen emergency situations.
- 8.14 DUTIES & RESPONSIBILITIES OF THE FIRM/ CONTRACTOR (Driver):**
- 8.14.1** The drivers deputed with the vehicles should be of good character and antecedents, well behaved and neatly dressed and should be in possession of appropriate valid Driving License with minimum Five-YEAR experience. The pool of present and permanent address including a copy of the License and other documents of each driver along with all requisite documents of each vehicle shall be submitted by the firm/ contractor to the concerned office of the Government Department/ Organization before the work is taken in hand.
- 8.14.2** Misbehavior by the Driver and not parking of the vehicle at the assigned place or not obeying the instructions of Concerned Officer/ Official of Government Department/ Organization, will be viewed very seriously and the concerned office reserves the right to impose any penalty as may be deemed fit in such cases, which will be recovered from the contractor from his monthly bills. In case it is found that the driver attached to the vehicle is causing any nuisance and is not suitable, the firm/ contractor will have to terminate/replace the driver immediately on the instructions of the Concerned Officer and the terminated driver shall not be taken back on duty at any stage without the prior permission of Concerned Officer.
- 8.14.3** Any person/driver engaged for rendering the services under this contract shall be the employee of the contractor for all purposes intent and shall have no claim/right on the concerned Govt. Department/ Organization. The contractor will keep the concerned Govt. Department/ Organization and its officers indemnified from and against any claim/liability by any such person. The firm/ contractor shall obtain an undertaking on Non-Judicial Stamp Paper of proper value duly signed and witnessed by him (firm/ contractor) under his

seal from the individual driver that he/ they will not claim any employment from concerned Govt. Department/ Organization and all the dispute will be settled by their contractor who has engaged them.

8.14.4 Driver shall make his own arrangements for going to or coming from his residence. In case the owner of the vehicle engages the services of hired driver then he shall ensure to the satisfaction of concerned Govt. Department/ Organization or its relevant office that the driver will be paid the minimum wages as applicable to the skilled drivers in the state of Haryana by the owner of the vehicle. All type of responsibility/liability regarding the engagement of Driver will be borne by the Contractor.

8.14.5 The deployed driver shall keep all valid license and up to date tax payment certificate/receipt, pollution control certificate Comprehensive Insurance and any other tax payment clearance up to date in his custody.

8.15 Insurance: The vehicles deputed will have comprehensive insurance cover inclusive of the driver and other passengers and the concerned Govt. Department/ Organization shall not be responsible for any damage, whatsoever, to the vehicle or its driver/passengers or third party. As such the adequate insurance of appropriate value should be arranged to cover the risk of injuries/death of the driver/passengers

8.16 Provisions for increase/ decrease of the fuel prices:-

In case of increase/ decrease of the fuel prices during the contract period, hiring charges will be increased or decreased on quarterly basis subject to the condition that the increase/decrease of the fuel price is more than 5% between 1st day of Quarter-I and 1st day of Quarter-II. The Quarter will be counted from the first day when the vehicle is made available to the concerned Government Department/ Agency. No revision will be allowed within the Quarter. The formula for the increase/ decrease of price calculation on the monthly hiring charges will be as under:-

Increase/ Decrease Monthly Charges = Distance allotted for the month (2000/2500/3000 Kms) X Increase/ Decrease of Fuel Rates (Fuel Rate on 1st day of Q1 -(Minus) Fuel Rate on 1st day of Q2 and so on)

8.17 All duties/taxes/fees levied/permit charges, whatsoever, payable in consideration of the trade or otherwise for relative thereof, shall be at the cost of the firm/ contractor. If there is any increase in the existing taxes or new taxes are levied by the Govt. during the period of contract, no extra claim shall be paid and all the expenses shall be borne by the firm/ contractor. The concerned Govt. Department/ Organization is not liable to meet such expenses. The firm/ contractor shall obtain all the necessary permits from the RTO or any Govt. or Municipality or any other Authority that may be required in connection with the hiring of vehicle(s) at his cost. The firm/ contractor shall, however, indemnify the concerned Govt. Department/ Organization from any claim, whatsoever from Statutory Authorities.

- 8.18 The firm/ contractor shall have to obtain necessary gate/ permission passes for the vehicles as well as for the drivers for entering into the Restricted Area as notified by the concerned authorities. In case of any vehicle is found moving in the restricted area without any gate/ permission pass, a penalty if any imposed by the concerned authority shall be borne by the firm/ contractor.
- 8.19 **Penalties/ Deductions in case of non performance/ violation of Services Agreement:-** The competent authority in Govt Department/ Organisation with whom the concerned vehicle is attached can levy the below mentioned penalties/ deduction in case of non performance/ violation of Services Agreement as per details given below
- 8.19.1 **Unclean vehicle or seat covers/ smell in the vehicle-**(i) Rs.50/- for the first day (b) Rs. 200/- per day for the second consecutive day and beyond as pointed out by the controlling officer of the vehicle;
- 8.19.2 **For non-providing of vehicle in time:-** The contractor has to maintain the timings strictly. The late arrival of the vehicles shall be viewed seriously and a penalty of R Rs.100/- per hour of delay on each occasion, if the reason of late arrival is unsatisfactory;
- 8.19.3 **Breakdown en-route:-** In case any of the vehicle fails to report on duty due to break down or otherwise, the firm/ contractor shall be responsible to provide alternate vehicle within ONE-HOUR, otherwise the concerned Govt. Department/ Organization will be within rights to make alternate arrangement at the risk and cost of the contractor after imposing the penalty of Rs. 500/- for each such case.
- 8.19.4 **Recurrent malfunctioning/ dissatisfactory condition of the vehicle:-** The vehicle will be returned. A vehicle may be hired by the concerned officer/ office, payment of which will be borne by the contractor along with a daily fine of Rs.500/- till such time a proper vehicle is provided by the contractor;
- 8.19.5 **On misbehavior by the Driver:-** Rs.500/- per default. If the misbehavior continues, then the driver will have to be changed by the contractor. If the contractor does not change the driver within 3 days time, the vehicle will be sent back and a taxi may be hired. The payment of such taxi will be borne by the contractor along with a fine of Rs.200/- daily;
- 8.19.6 **During the contract period if any of the vehicle is seized/detained/ impounded by the Police, Transport Officer or any other Authority for any reason whatsoever, it will be at the sole risk responsibility of the contractor, who shall immediately provide another vehicle of the same seat capacity in lieu thereof, otherwise a penalty of Rs.1500/- per day will be imposed;**
- 8.19.7 **For violation/breach of any of the condition of the contract:-** Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security. In case of breach of contract by the contractor,

the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.

- 8.19.8 The competent authority who can levy the above mentioned penalties/ deduction will be the officer/ office with whom the concerned vehicle is attached.
- 8.20 The vehicles shall be kept at the disposal of respective office/ officer as designated by the concerned Govt. Department/ Organization.
- 8.21 The firm/contractor shall be an independent entity engaged to produce the required results and compliance with all the laws and regulations applicable in this behalf and also keep the Govt. Department/ Organizations and its officers indemnified against any breach or default.
- 8.22 The time to time maintenance of vehicles including all spares, consumables and lubricants will be the responsibility of the contractor.
- 8.23 The Concerned Govt. Department/ Organization reserves the right to claim adequate compensation from the firm/ contractor on account of any damage caused to the human or the equipment/machinery due to negligence or careless handling of the vehicle by the driver or the firm/contractor.
- 8.24 Any injury/accident to driver or to any other person due to lapse on the part of the driver shall be the responsibility of firm/contractor.
- 8.25 The firm/ contractor shall make alternative arrangements for the drivers when on rest days and for the vehicles when on servicing or under repairs due to break-down.
- 8.26 The duties period of the deployed driver will be 8:30 AM to 6:30 PM (10 hours). However the same will be available as and when required beyond the permissible time period.
- 8.27 The firm/ contractor will ensure periodic maintenance as per maintenance manual of vehicle/requirement and shall always keep the vehicle in perfect running condition. The firm/ Contractor shall carry out the servicing & repairing only after intimation to the concerned office/ officer of the Govt. Department/ Organization.
- 8.28 The first Aid Box with necessary medicines shall be provided in each vehicle by the firm/ contractor at his own cost.
- 8.29 The vehicle shall be utilized as per requirement of concerned office/ officer of Govt. Department/ Organization for local as well as out station. The vehicle shall remain in concerned office/ officer premises or as per instructions of concerned office/ officer of Govt. Department/ Organization beyond duty hrs.
9. Indemnification:- The firm/ contractor shall furnish an under taking on Non Judicial Stamp Paper of appropriate value to the effect that he shall comply with all the Acts, Laws or Regulations as may be applicable with regard to performance of work, including but not limited to the Minimum Wages Act, Contract Labour

(Regulation and Abolition) Act, ID Act, Shops and Establishment Act, Factory Act, Workmen Compensation Act etc. from time to time and take such steps as may be directly responsible for any dispute arising between him and his drivers/workers and keep the concerned Govt. Department/ Organization indemnified against all losses, damages and claims arising there from. Further he (the firm/ contractor) shall pay minimum wages as prescribed by the State/Central Govt. to all his operating crew and shall be responsible for fulfilling the requirements of all statutory provisions of all the aforesaid Acts including Employees Provident Fund Motor Vehicle Act, Bonus Act, Gratuity Act and other industrial enactments at his own risk and cost in respect of all the drivers/staff employed by him. If due to any reason, whatsoever, the concerned Govt. Department/ Organization is made liable, It shall be recovered by the concerned Govt. Department/ Organization from any pending dues of the contractor. In case the pending dues are less than the liability, then the balance shall be deposited by him (the firm/ contractor).

10. **Contract Agreement:-** The Owner firm/ contractor of the vehicle shall have to execute a contract agreement on Non-Judicial stamp paper worth Rs. 15/- on the prescribed Performa (Performa-B) with the concerned office of the Govt. Department/ Organization who will represent as Principal Employer.

F. Standard Terms and Conditions (wherever applicable these terms & conditions will overrule the specific terms and conditions as at Para 'C' above):-

1. Price preference in the financial Evaluation for Haryana Billing Firm:-

For the purpose of Financial evaluation of bids, 50% of the VAT revenue accruing to the State of Haryana would be discounted from the composite price bid of the bidder, while comparing the bids received and the L1, L2, L3 bidder status would be determined accordingly. This is explained with the help of illustrations enclosed as Annexure 'II'. In case a bidder does not expressly confirm to raise the billing from Haryana State in its bid offer, it would be considered as a non-Haryana billing offer.

If a successful bidder is awarded the bid offer after discounting/ rebating 50% of the VAT revenues accruing to the State of Haryana and the sale does not lead to the full accrual of the VAT revenues to the State of Haryana on the accepted price bid, a penalty equivalent to short accrual of the VAT revenues to the State of Haryana would be recovered from the supplier.

The benefit of discounting of 50% Haryana Vat revenue from the composite price bid would be allowed only those bidder/s who have set up their sales office in the Haryana State before/at the time of submission of Bids. Accordingly the bidder/s are requested to submit the documentary proof in this regard along with their technical bid.

Where ever Government considers expedient that more than one firm/ contractor should be kept on rate contract, it may so decide on case to case basis subject to conditions available at Annexure 'III'.

2. EMD:-

The firms/bidder/contractor are required to deposit Earnest Money as indicated above failing which the tenders are liable to be rejected. Central or Haryana Public

Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana, are exempt from the deposit of EMD.

3. Performance Security:-

The successful tenderer/bidder/firm/contractor shall be required to deposit Performance Security Deposit @ 10% of the order value or the estimated value of rate contract (*Estimated value = Charges of one vehicle per month X 12 months X Number of vehicles to be provided*). The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/Banker's Cheque or in the shape of equivalent Bank Guarantee of any scheduled bank with branch in Chandigarh/ Panchkula. (Specimen of bank guarantee bond required to be furnished on Rs.15/- Non Judicial Stamp Paper is enclosed as Performa -C) valid for a period of six months or more, from the date of expiry of the stipulated Rate Contract in favour of Director, Supplies & Disposals, Haryana. The Bank Guarantee shall have to be got extended by the tenderer/ bidder/ firm/ contractor, if so desired by the Director Supplies & Disposals, Haryana till it is surrendered/ released/ returned or invoked/ in-cashed by the beneficiary i.e. Director, Supplies & Disposals, Haryana.

4. Price Fall Clause:-

Price fall clause will be as per condition no. 15 of "General Conditions of Supply" as available at Annexure-V. The same is that the price quoted in the tender/quotation or approved in the Rate Contract for the Services shall not exceed in any way the lowest price at which the tenderer/ bidder/ firm/ contractor quote for the supply of the Services of identical description to DGS&D, New Delhi/ State Government Institutions/Undertakings/any other person during the delivery period/currency period of the rate contract. If, at any time during the delivery period/currency period, the successful tenderer/ bidder/ firm/contractor reduces the rates/sale price of the quoted Services to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderer/ bidder/ firm/ contractor should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the Services supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderer/bidder/firm/contractor shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The tenderer/bidder/firm/contractor shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D, New Delhi and other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm/bidder/contractor on the bills before releasing their payments.

5. Penalty to firm on Delay in delivery:- Should the firm/contractor fail to provide the services within the period prescribed for such delivery of Service Procurement stipulated in the Rate Contract order, the delayed services will be subject to 2% penalty per month of the estimated value of service contract recoverable on the

value of the services supplied. The other details will be as per provision contained in Sr. No. 14 of "Schedule-'B' Condition of Contract".

6. Penalty Clause for Department/ Govt. Agencies for delay in Payment:-

Delay in payments to the firms/contractor beyond the stipulated credit period indicated in the Rate Contract order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs. 25/- per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier. This is as per provisions contained at Para 17 of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (or as amended from time to time in this regard)

7. Negotiation of Rates:-

Regarding negotiations of rates quoted by various bidders/firms/contractors, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013 (Annexure-VI), G.O. No.2/2/2010-4-IB-II dated 16.06.2014 (Annexure-VII), G.O. No.2/2/2010-4-IB-II dated 09.02.2015 (Annexure-VIII) will be applicable. The policy guidelines are available at [Error! Hyperlink reference not valid.](#) on home page under section as Tender Forms."

8. Cartel formation: In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums.

9. Purchase Preferences for approved Sources:-

The Director, Supplies & Disposals, Haryana, reserves the right to allow purchase preference to the approved sources, including Central or Haryana State Public Sector Undertakings/Enterprises, provided that such approved source takes part in the bidding process and the quoted prices of the approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price. The latest list of Approved Source is contained in Government Order no. 6/03/2007-4IB-II dated: 14-02-2008 of the Industries Department and is subject to further amendment from time to time.

10. Arbitration Clause:-

The Arbitration if any will be decided as per the provision contained at Sr. No.18 of "Schedule 'B' Conditions of Contract"

11. Jurisdiction:-

All disputes will be settled within the jurisdiction of the Head Quarters of Director, Supplies & Disposals, Haryana at Panchkula

G. OTHER TERMS AND CONDITIONS:

1. The firms are required to mention bifurcation of their rates showing the detail of basic rates, excise duty, sales tax etc. in their bid. In case, the supplies are delayed by the

- firm beyond the stipulated delivery period & there has been any upward revision in the rates of taxes/duties ON THE CONTRACTED ITEM, no such increase will be allowed. However, if there has been any reduction in taxes/duties, the same will be availed. No variation in taxes/ duties on raw material will be applicable.
2. All documents to be submitted by the tenderers with their offer should be self attested in case the same are copies of original documents.
 3. The Earnest money of the tenderers will be forfeited to Govt. account and blacklisting/ debarring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
 4. The authorized dealer should submit authority letter of their manufacturer, to quote the rates on their behalf failing which tender is liable to be rejected.
 5. When manufacturer as well as its dealer/s both quote the rates in the same purchase case, then for the purpose of distribution of order, they will be considered as one offer & the order/rate contract will be placed on that firm only which has quoted lower rates among such offers & the offer is as per NIT.
 6. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://haryanaeprocurement.gov.in>. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical bid. However, the firms have option to submit the supporting documents as required to be supported along with Technical Bid either in on-line mode along with their Technical Bids or in offline mode in physical form to the office of DS&D by due date and time. In case supporting documents are to be supplied in physical mode, then it should be so specified in their Technical Bid and the supporting document must be deposited in the office of Supplies & Disposals, Haryana before the due date & time of opening of Technical Bids.
 7. The Financial bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids. The date & time of opening of the Financial bids will be intimated in the due course.
 8. The offer without prescribed earnest Money, tender Fee & E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by Director, Supplies & Disposals, Haryana, Panchkula
 9. The quantity of Stores can be increased or decreased.
 10. Other terms & conditions as contained in various Annexure/ Documents as available under the folder "TENDER FORMS" as available at the link: https://haryanaeprocurement.gov.in/home_page_document/Tender%20Forms%20DSnD_030415.rar form part of this DNIT.

In case bidders need any clarifications or if training required to participate in online tenders they can contact at Help Desk in below mentioned address:

M/s Nextenders (India) Pvt. Ltd.
O/o. DS&D Haryana,
SCO - 09, IInd Floor, Sector - 16,
Panchkula - 134108
E - mail: Chandigarh@nextenders.com
Help Desk: 1800-180-2097 (Toll Free Number)

Additional Director/ Deputy Director,
For & on behalf of Governor of Haryana

ANNEXURE-I

The detailed specifications of the Procurement of Service- Outsourcing of vehicles as mentioned in Para B of the Schedule-A/DNIT are as under **(For Example):-**

Sr. No.	Description of Services	Category of Service Provider	Type of vehicle for example	Quantity	Place of Service Delivery for example
1	Procurement of Service- Outsourcing of Vehicles for Haryana Govt. Department/ Organisation at State Headquarter :Chandigarh/ Panchkula	Category-I	Toyota Corrola Altis	1	
2			Honda City SMT	1	Chief Engg. HPGCL Panchkula-1 No
3			Maruti Ciaz VXI	5	Chief Engg. HPGCL Panchkula-5 Nos.
4			Maruti Dizire	10	Executive Engg. Police Housing Coop. Panchkula-1 No.
5			Mahindra Bolero	1	Executive Engg. Police Housing Coop. Panchkula-1 No.
6			Tata Sumo	1	
7			Mahindra Bolero Camper	1	
8			etc		
9	Procurement of Service- Outsourcing of Vehicles FOR Haryana Govt. Department/ Organisation Offices at national capital Delhi	Category-II	Mahindra Bolero	1	Executive Engg. Police Housing Coop. Panchkula-1 No.
10			Tata Sumo	1	Haryana Bhawan Delhi
11			Mahindra Bolero Camper	1	
12	Procurement of Service- Outsourcing of Vehicles FOR Haryana Govt. Department/ Organisation Offices in District-	Category-III	Maruti Ciaz VXI	5	Chief Engg. HPGCL Panchkula-5 Nos.
13			Maruti Dizire	1	Executive Engg. Police Housing Coop. Panchkula-1 No.
14			Mahindra Bolero	1	Executive Engg. Police Housing Coop. Panchkula-1 No.

BIDDERS/FIRM/CONTRACTOR PROFILE

General:

Passport size
photograph of
bidder/
authorized
signatory

1. Name of the Bidder/ firm _____
2. Name of the person submitting the Bid whose photograph is affixed
Shri/Smt. _____

(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be) TENDERer will submit the attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or authorized signatory in case of proprietor is not signing the TENDER document. The TENDER is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the TENDER documents.

3. Address of the firm _____

4. Telegraphic Address/ E-Mail ID _____
5. Tel no. with STD code (O).....(Fax).....(R).....
6. Registration & incorporation particulars of the firm:
- i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)

7. Name of Proprietor/Partners/Directors _____

8. Bidder's bank, its address and his current account number _____

9. Permanent Income Tax member, Income Tax
circle _____
(Please attach a copy of last income tax return)

10. Infrastructure capabilities:

(a)Particulars of vehicles available with the Bidder:

Sr. No.	Type of vehicle	Registration Number	Date of Registration

I/We hereby declare that the information furnished above is true and correct.

Place: Signature of Bidder/ Authorized signatory.....

Date: Name of the Bidder.....

Seal of the Bidder

Signature

DRAFT AGREEMENT FOR HIRING OF VEHICLES

1. This agreement is made on this _____ day of 2016 BETWEEN the Governor of Haryana through (please mention the Head of Govt. Department/Organization of the concerned Department/Organization by designation), hereinafter called the "Govt. Department/Organization" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns of the one part AND (name of the agency _____) (hereinafter called the firm/contractor) through their proprietor _____ hereinafter called the "Firm/Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrators, heirs, legal representatives and assigns of the other part. The "Firm/Contractor" has deposited Rs. _____ (Rupees _____) in the form of Demand Draft/Call Deposit Receipt/Banker's Cheque or in the shape of equivalent Bank Guarantee as interest free Performance Security. The Performance Security will remain valid for a period of six months beyond the date of completion of all contractual obligations.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as following:-

1. The Firm/Contractor shall during the period of this contract of Three Years i.e. to say from _____ to _____ or until the contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 1 year as on the date of publication of tender, on rates accepted as described in Schedule vide **Appendix-I** to this agreement. It is agreed by the Firm/ Contractor that the number of vehicles required is likely to change and may be demanded according to exigencies of service by concerned office/ officer of the concerned Govt. Department/ Organization. The duration of the Rate Contract of three years with 5% yearly increase on the previous year monthly charges. The concerned Govt. Department/ Organization reserves the right to curtail or to extend the validity of contract for one year on the same rates and terms and conditions at the discretion of the Department.
2. The vehicle and drivers provided by the firm/ contractor shall work under the overall supervision of this concerned Govt. Department/ Organization or any person authorized so.
3. The firm/ contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
4. The firm/ Contractor will have to provide the replacement of Driver in case of any eventuality. The Govt. Department/ Organization has the right to ask the Firm/Contractor for removal of any Driver, who is not found competent or disciplined.
5. In case of breakdown of any vehicle, the firm/ contractor shall replace the breakdown vehicle within one hour failing which _____ (please mention the

HOD of the concerned Govt. Department/ Organization or any other officer as authorised so) has the right to hire vehicle from any other sources at the expense of the contractor.

6. The firm/ contractor shall not employ any person who has not completed eighteen years of age. The firm/ contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Firm/ Contractor, there will not be any liability on the concerned Govt. Department/ Organization.
7. The concerned Govt. Department/ Organization will be under no legal obligation to provide employment to any of the personnel of the firm/ contractor after expiry of agreement period and the concerned Govt. Department/ Organization recognizes no employer-employee relationship between the concerned Govt. Department/ Organization and the personnel deployed by the firm/contractor/agency.
8. Any person who is in Government service or an employee of concerned Govt. Department/ Organization should not be made partners to the contract by the firm/ contractor directly or indirectly in any manner whatsoever.
9. The firm/ contractor shall indemnify the concerned Govt. Department/ Organization against all other damages/charges for which the concerned Govt. Department/ Organization may be held liable or pay on account of the negligence of the firm/ contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The concerned Govt. Department/ Organization shall not be responsible financially or otherwise for any injury to the driver or person deployed by the firm/ contractor during the course of performing the duties.
10. The concerned Govt. Department/ Organization reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the firm/contractor.
11. The vehicles provided by the firm/contractor should bear commercial Taxi/ Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving Licence and Badges.
12. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of Haryana.
13. The firm/ contractor shall provide vehicles as per requirement of the concerned Govt. Department/ Organization.
14. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
15. The firm/ contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than one year old on the date of tender.

16. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the concerned Govt. Department/ Organization has the right to hire vehicle from any other sources at the expense of the firm/ contractor.
19. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and these shall be the responsibility of the firm/contractor.
20. The dead mileage in any case should not be more than five Kms. one way.
21. No advance payment will be made.
22. Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
23. The firm/ contractor will maintain separate log books for each vehicle which will also be verified/ countersigned by the concerned officer.
24. The bills in triplicate should be made date-wise by the firm/ contractor and should be submitted to the Administration Branch of the concerned Govt. Department/ Organization on monthly basis.
25. The concerned Govt. Department/ Organization will deduct Income Tax at source under relevant Section as applicable of Income Tax Act from the firm/ contractor at the prevailing rates of such sum as income tax on the income comprised therein.
26. The concerned Govt. Department/ Organization reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
27. The bidder should have valid permit to ply the vehicle in Haryana, Punjab, Delhi, Chandigarh.
28. **PENALTIES**
 - i. Unclean vehicle or seat covers/ smell in the vehicle-(i) Rs.50/- for the first day (b) Rs. 200/- per day for the second consecutive day and beyond as pointed out by the controlling officer of the vehicle;
 - ii. For non-providing of vehicle in time:- A penalty of R Rs.100/- per hour of delay on each occasion, if the reason of late arrival is unsatisfactory;
 - iii. Breakdown en-route:- In case any of the vehicle fails to report on duty due to break down or otherwise, the firm/ contractor shall be responsible to provide alternate vehicle within ONE-HOUR, otherwise the concerned Govt. Department/ Organization will be within rights to make alternate arrangement at the risk and cost of the contractor after imposing the penalty of Rs. 500/- for each such case;
 - iv. Recurrent malfunctioning/ dissatisfactory condition of the vehicle:- The vehicle will be returned. A vehicle may be hired by the concerned officer/ office, payment of which will be borne by the contractor along with a daily fine of Rs.500/- till such time a proper vehicle is provided by the contractor;
 - v. On misbehavior by the Driver:- Rs.500/- per default. If the misbehavior continues, then the driver will have to be changed by the contractor. If the contractor does not change the driver within 3 days time, the vehicle will be sent back and a taxi

- may be hired. The payment of such taxi will be borne by the contractor along with a fine of Rs.200/- daily;
- vi. During the contract period if any of the vehicle is seized/detained/ impounded by the Police, Transport Officer or any other Authority for any reason whatsoever, it will be at the sole risk responsibility of the firm/contractor, who shall immediately provide another vehicle of the same seat capacity in lieu thereof, otherwise a penalty of Rs.1500/- per day will be imposed;
 - vii. For violation/breach of any of the condition of the contract:- Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security. In case of breach of contract by the firm/ contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement. The right of action will rest with the authority entering into the agreement;
 - viii. The competent authority who can levy the above mentioned penalties/ deduction will be the officer/ office with whom the concerned vehicle is attached.
29. The price quoted is inclusive of all Taxes.
30. **Arbitration:-** In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the Director Supplies & Disposals Haryana. The award of the arbitrator so appointed shall be final and binding on the parties. The entire dispute shall be subject to the jurisdiction at Panchkula (or in any other city) where the office of Director Supplies is located. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the Govt. then entire amount shall be payable by the Director, Supplies & Disposals Haryana but where the ex-parte award is announced in favour of the Govt., the share of the opposite party shall from part of claim and shall be recoverable from the said party.”
31. **Jurisdiction:-** All disputes will be settled within the jurisdiction of the Head Quarters of Director, Supplies & Disposals, Haryana at Panchkula
32. That the firm/ contractor agree to all the terms & conditions as contained in Schedule-A (DNIT) and Schedule-B (Tender Form).

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year mentioned above.

Signature of the Contractor

(With Seal)

1. Witness

Name: _____

Address _____

2. Witness

Name: _____

Address: _____

3. Witness

Name; _____

Address _____

4. Witness

Name: _____

Address _____

For and on behalf of the Governor of Haryana
(Department) (With seal)

Appendix-I

A. Category - I:

Category of Service Provider: Category-I : Outsourcing of Vehicles for Haryana Govt. Department/ Organisation at State Headquarter :Chandigarh/ Panchkula											
Sr. No.	Make /Model of Vehicle	No of vehicles	Maximum rate per month with the ceiling of 2000 Kms per month		Maximum rate per month with the ceiling of 2500 Kms per month		Maximum rate per Kilometer above 3000 Kms per month		Maximum rate per Kilometer above 2000/ 25000/ 3000 Kms per month		Place of Service
			In figure	In words	In figure	In words	In figure	In words	Both Figure & Words	in &	
1											Various officers of Govt. Departments/ Organisations
2											
3											

B. Category - II:

Category of Service Provider: Category-II : Outsourcing of Vehicles FOR Haryana Govt. Department/ Organisation Offices at Delhi											
Sr. No.	Make /Model of Vehicle	No of vehicles	Maximum rate per month with the ceiling of 2000 Kms per month		Maximum rate per month with the ceiling of 2500 Kms per month		Maximum rate per Kilometer above 3000 Kms per month		Maximum rate per Kilometer above 2000/ 25000/ 3000 Kms per month		Place of Service
			In figure	In words	In figure	In words	In figure	In words	Both Figure & Words	in &	
1											Various officers of Govt. Departments/ Organisations
2											
3											

C. Category - III:

Category of Service Provider: Category-III : Procurement of Service- Outsourcing of Vehicles FOR Haryana Govt. Department/ Organisation Offices in District- _____

Sr. No.	Make /Model of Vehicle	No of vehicles	Maximum rate per month with the ceiling of 2000 Kms per month		Maximum rate per month with the ceiling of 2500 Kms per month		Maximum rate per Kilometer above 3000 Kms per month		Maximum rate per Kilometer above 2000/ 25000/ 3000 Kms per month	Place of Service
			In figure	In words	In figure	In words	In figure	In words	Both in Figure & Words	Various officers of Govt. Departments/ Organisations
1										
2										
3										

SPECIMEN OF BANK GUARANTEE BOND REQUIRED TO BE FURNISHED

Rs.15/- on Non Judicial Stamp Paper.

1. In consideration of the Governor of Haryana (herein after called the Government) having agreed to exempt _____ (herein after called the contractor(s)) from the demand under the terms and conditions of an agreement dated _____ made between the Director, Supplies & Disposals, Haryana, Panchkula and M/s _____ (herein after called the said agreement) of security deposit for the fulfillment by said contractor(s) of the terms and conditions contained in the said agreement on production of bank guarantee for Rs. _____ Rupees _____ Only), We _____ bank Limited (herein after referred to as) ("the bank") do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss of damage cause to suffered or would be caused to or suffered by the Government reasons of any breach by the said contractor(s) of any of the terms and conditions in the said agreement.
2. We _____ Bank Limited do hereby undertake to pay the amount due and payable under this guarantee without any demurrage merely on demand from the Government stating that the amount. Claimed is due by ways of loss or damage caused to or would be caused to or suffered by the Government stating that the breach by the said contractor (s) of any of the terms and conditions contained in the said agreement of by reasons of the contractor's failure to perform the said agreement. Any such demand made by the bank shall be conclusive as regards the amount due and payable by the Bank without any hesitation under this guarantee. However, our liability under the guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Director, Supplies & Disposals, Haryana, Panchkula certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly unless demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

4. We _____ Bank Limited, further agree with the Government, that the Government, shall have the fullest liberty without our consent and without effecting in any manner our obligations be rendered to vary any of the terms and conditions of the said agreement and or to extend time of performance by the said agreement and or to extend time of performance by the said contractors from time to time and or to postponed for any time or from time to time any of the power exercise able by the Government, of Haryana against the said contractor(s) and to for bearer on enforce any of the terms and conditions relating to the said amount and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said contractor(s) for any forbearance , act or commission on the part of the Government, or any indulgence by the Government, to the said contractor(s) by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We _____ Bank Limited, last undertake not to revoke this guarantee during the currency except with the previous content of Government, (Director, Supplies & Disposals, Haryana) and shall undertake to pay to the Government, an amount of Bank Guarantee as and when demanded.

SUPPLIES & DISPOSALS DEPARTMENT, HARYANA
S.C.O. No. 09, 1st & 11nd Floor, Sector-16, Panchkula-134109 (Haryana)
Ph.:- 0172-2570121, 123, 124. Fax No.:- 0172-2570122.
e-mail:- supplies@hry.nic.in , website:- dsndharyana.gov.in

From:

Director, Supplies & Disposals, Haryana,
SCO. No. 09 (1st & 2nd Floor), Sector-16, Panchkula.

To

1. Additional Chief Secretary to Govt. Haryana, Finance Department
2. Director General, Transport Department, Haryana
3. Managing Director, HVPN, Haryana
4. Engineer-in-Chief, PWD (B&R), Haryana
5. Additional Director (E), O/o DS&D, Haryana

Memo No. DSD/Admin/OS Vehicle/2017/
Dated Panchkula the:-

Subject:- Policy for Procurement of Services- Outsourcing of Vehicles in various offices of the Government Departments/ Government Agencies of the State - Amendment.

Attention is invited to this office Memo No.4472-78 dated 05.07.2016 vide which the policy "Procurement of Services- Outsourcing of Vehicles in various offices of the Government Departments/ Government Agencies of the State along with DNIT" was notified to all concerned. As per Para-1 (v) of this policy, it was provided that to ensure the quality, the vehicles registered one year before the tender year shall be eligible.

The matter has been considered by the State Government and it has been decided that the said condition as at Para-1(v) of the policy is replaced as under:-

"The vehicle should not be older than 5 years and has not covered 2.5 Lakh kilometers. In case during currency of the contract, if any vehicle completes its 5 years of its life or covers 2.5 Lakh Kilometers distance, the vendor is required to replace such vehicle. In case the vendor fails to replace such vehicle, the competent authority will impose a penalty of Rs.1,000/- Per Day besides no payment would be given for such days."

The above instruction may be brought to the notice of all concerned.



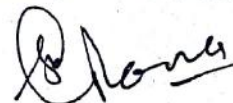
Additional Director (Admin),
for: Director Supplies & Disposals, Haryana

Dated: 19.06.2017

Endst. No. DSD/Admin/OS Vehicle/2017/ 2849

A copy of the above is forwarded to the following for information and necessary action:-

1. Branch Officer, Vehicle Purchase Branch, Supplies & Disposals Haryana for information and necessary action.
2. Jr. Programmer O/o Supplies & Disposals Haryana with the direction to upload the same on the department website.



Additional Director (Admin),
for: Director Supplies & Disposals, Haryana