

REGD.
From

The Director General, Supplies & Disposals, Haryana,
S.C.O-09, (1st & 2nd Floor), Sector-16, Panchkula
Telephone no. 0172-2570121, 2570124, Tele/Fax no.2570122

To

M/s. Chanson Motors Pvt. Ltd.
Plot No.A-11-12, Keshopur Industrial Area,
Vikas Puri, New Delhi -110018
Telephone No. 011-4333-4333, Fax No. 011-433-4324,
Mobile No. 9810225757, 9988393000, 9872993531, 9810005706
Email :- chansonmotor@hotmail.com, chanson.motor@yahoo.co.in

Memo No. 16/HR/RC/E-3/2016-2017/Part-II/ 7680
Dated Panchkula, the :- 07.08.2018

Subject:- Arranging Rate Contract for Procurement of Services (Duration 03
Years):-Outsourcing of vehicles required by various Govt. Departments /
Boards/Corporations/federations etc. across the State. (Sr.No.13)

With reference to your Tender No and dated and this office acceptance
letter No & dated your Letter No and dated given in Schedule-AI attached on the
subject noted above, I have to inform you that your rates have been accepted for
Procurement of Services:- Outsourcing of vehicles as per Terms & Conditions Given in
Schedule-A & B already accepted by you in tender.

2. I enclose herewith an agreement form in duplicate and request that the agreement
may be executed on a Non Judicial Stamp Paper of Rs.15/- signed and returned to
this office within 10 days from the date of issue of this letter. One copy of the
agreement will be sent to you duly executed on behalf of Governor of Haryana for
your record. You may kindly send Power of Attorney in favour of the
person/person(s) who is/are authorized to sign the agreement together with /their
specimen signatures duly attested by the magistrate or Oath Commissioner or
resolution of the firm authorizing the persons to sign the documents on behalf of
the firm.

The individual Govt. Departments/Boards/Corporations etc may not sign the
agreement at their own level since the same has been done by this office with the
Service Provider Firms.

3. The Contract shall come into the force w.e.f. 07.08.2018 and shall remain
operative upto 22.07.2021 (3 years). The Government reserves the right to
bring any other firm on the rate Contract at any subsequent stage during the
pendency of this Rate Contract.
4. The Services should be supplied as per the approved specifications as per Schedule-
AI attached failing which the same shall be rejected at your risk and cost.
5. The Services must be provided within the Rate Contract period failing which the risk
purchase will be effected against you and the excess cost thus incurred will be
recovered from you. The delayed Services may be accepted under penalty clause of
Schedule-B unless the Contract Period is extended by the competent authority.
6. The Director General, Supplies & Disposals, Haryana reserves to himself the rite to
obtain the contracted Services when available from any Govt. Department/
Approved Source without prejudice to this Contract.

7. Failure to execute agreement may render your Earnest Money/Security liable to forfeiture, debarring of your firm in addition to other remedies as available under the Terms of Contract.
8. All disputed will be settled within the jurisdiction of Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.
9. Price fall Clause:- You will be governed by price Fall Clause as provided in Para-F(4) of the DNIT.

Please acknowledge the receipt of the letter

Assistant Director, Supplies & Disposals, Haryana
For & On behalf of Governor of Haryana

Endst. No. 16/HR/RC/E-3/2016-2017/Part-II/ 7681

Dated 07.08.2018

A copy of the above is forwarded to Chief Secretary to Government Haryana, Haryana Civil Secretariat (RVA Br.) in reference to their U.O. No.8/33/2015-RVA dated 01.01.2016 wherein this office was authorized for common tendering in respect of new requirement/replacement vehicle of all Boards/ Corporations/ Universities and Government Departments i.e. Agriculture, Horticulture, Fisheries and Women & Child Development Department.

Assistant Director,

for Director General, Supplies & Disposals, Haryana

Endst. No. 16/HR/RC/E-3/2016-2017/Part-II/ 7682

Dated 07.08.2018

A copy of the above is forwarded to Additional Chief Secretary to Government Haryana, Industries & Commerce Department Haryana

Assistant Director,

for Director General, Supplies & Disposals, Haryana

Endst. No. 16/HR/RC/E-3/2016-2017/Part-II/ 7683-7712

Dated 07.08.2018

A copy of the above along with Schedule-'A' and 'B' Conditions of Contract is forwarded to the following for information and necessary action in reference to Chief Secretary to Government Haryana Memo No. 8/33/2015-RVA dated 01.01.2016 and the Indent/Requisition sent by them or their associated offices for providing vehicles through Outsourcing:-

1. The Additional Chief Secretary & Financial Commissioner & Principal Secretary to Govt. Haryana, Revenue & Disaster Management, Deptt. Mini Secretariat Sector-17, Chandigarh
2. The Additional Chief Secretary to Govt. Haryana, Development & Panchayat, Chandigarh.
3. The Additional Chief Secretary to Govt. of Haryana, Administrative Reforms Deptt -cum -Member Secretary Haryana Governance Reforms Authority (HGRA), Chandigarh
4. The Principal Secretary to Govt. of Haryana, Finance Department Haryana Civil Secretariat, Chandigarh
5. The Commissioner of Ambala, Faridabad, Gurugram, Hisar, Karnal & Rohtak Divisions.
6. The Director General, Urban Local Bodies-Cum-Fire Service Deptt., Haryana, Bays No.11-14, Sector-4, Panchkula
7. The Director, Development & panchayats, Haryana, Sector-28-A, Chandigarh
8. The Director General, Horticulture, Haryana, Sector-21, Panchkula

9. The Director Women & Child Development Haryana, Panchkula
10. The. Chief Executive, Haryana Khadi & Village Industries Board, Panchkula
11. The Chief Administrator, Haryana State Agriculture Marketing Board, Panchkula.
12. The Chief Administrator, Haryana Urban Infrastructure Development Board, Bays No.11-14, Sector-4, Panchkula
13. The Managing Director, Haryana vidyut Parasaran Nigam Ltd Shakti Bhawan, Sector-6, Panchkula (Haryana)
14. The Managing Director, Haryana Power Generation Corporation Ltd., C-7, Urja Bhawan, Sector-6, Panchkula (Haryana)
15. The Managing Director, Haryana State Pollution Control Board, Panchkula.
16. The Managing Director, Haryana Police Housing Corporation, Panchkula.
17. The Managing Director, Haryana State Industrial & Infrastructure Development Corporation, Panchkula-134109, Haryana (HSIIDC)
18. The Managing Director, Haryana Warehousing Corporation (HWC) Panchkula.
19. The Managing Director, Haryana Women Development Corporation, Ltd., Panchkula
20. The Managing Director, Haryana Backward Classes & Economically Weaker Sections Kalyan Nigam, S.C.O-813-814, Sector-22-A, Chandigarh
21. The Mission Director, Haryana Skill Development & Industrial Training Deptt. 30 Bays Building, 1st Floor, Sector-17-B, Chandigarh
22. The Executive Engineer (Vigilance), Haryana Urban Development Authority, C-3, HUDA Complex, Sector-6 Panahkula
23. The Secretary, Defence Service Welfare, Deptt. Sector-16, Panchkula
24. The Chief Executive officer, Zila Parishad, Panchkula
25. The Chief Executive officer, Zila Parishad, Kurukshetra
26. The Chief Executive officer, Zila Parishad, Karnal
27. The Chief Executive officer, Zila Parishad, Sonipat
28. The Chief Executive officer, Zila Parishad, Kaithal
29. The Chief Executive officer, Zila Parishad, Yamuna Nagar

- (a) They are requested to place the Order directly on the approved Outsourcing of vehicles Rate Contract Holding Firms and rates, with prescribed Terms & Conditions subject to the guidelines issued by State Government from time to time. The instructions issued by the State Govt. vide their memo No.8/33/2015-RVA dated 01.01.2016 are to be strictly adhered. The Indenting deptts. would be required to send the copies such supply orders to this office for the record.
- (b) Only the Consignees/Departments/Offices as per details provided in the Schedule-AI, All & AIII alongwith quantity/type of vehicle mentioned there are allowed to place orders with the Rate Contract approved firms for that particular geographical location.
- (c) The increase in quantity/ additional requirement of vehicles over and above what has been provided for them in Schedule-'AI' will be as per Government Instructions i.e. 50% more of what has been provided to them. The additional quantity, if any, based on the additional requirement of any Govt. Departments/Agencies during the Rate Contract period shall be met by the Service provider firm only for the Geographical Area which has been allotted to them. In such cases, the concerned Govt. Departments/Agencies will submit their demand/place order with service provider for the type of vehicle already approved in the Rate Contract after seeking necessary approval from their competent authority and keeping in view the Govt. Instructions regarding their entitlement. The Rate Contract approved firms will be required to submit the details of additional deployment of vehicles to this office for record.

- (d) For any demand, over and above the prescribed limit in the Rate Contract, the concerned Govt. Departments/Agencies will be required to submit fresh indent for arranging of vehicles on Outsourcing basis. This will be as per the provisions provided in Chief Secretary to Government Haryana Memo No. 8/33/2015-RVA dated 01.01.2016.

Assistant Director,
for Director General, Supplies & Disposals, Haryana

Endst. No. 16/HR/RC/E-3/2016-2017/Part-II/ 7713-7933 Dated 07.08.2018

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

1. All Administrative Secretaries to Govt. of Haryana.
2. All the Heads of Departments in the State of Haryana.
3. All the Managing Director/CEOs/ Chief Administrator of Boards/Corporations in the State of Haryana.
4. The Commissioner of Ambala, Faridabad, Gurugram, Hisar, Karnal & Rohtak Divisions.
5. All Deputy Commissioners of Haryana State.
6. The Registrar General Punjab & Haryana High Court Chandigarh.
7. All the Registrars of Universities in the Haryana State.
8. The Advocate General Haryana, Chandigarh.
9. The Principal Accountant General, Haryana, (Audit) Sector-33, Chandigarh.

Assistant Director,
for Director General, Supplies & Disposals, Haryana

Endst. No. 16/HR/RC/E-3/2016-2017/Part-II/ 7934-7946 Dated 07.08.2018

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

1. The Director General, State Transport, Haryana, Chandigarh.
2. The Deputy Excise & taxation Commissioner, Haryana, Panchkula, Ambala, Yamunanagar, Kurukshetra, Karnal, Kaithal, Sonapat.
3. The Senior Mechanical Engineer, Minister Car Section, Haryana, Plot No. 20-21 Industrial Area-Phase-II, Chandigarh.
4. Programmer O/o DGS&D, Haryana
5. St .Section O/o DGS&D, Haryana
6. Department Processing Charges Branch O/o DGS&D, Haryana.
7. PA to DGS&D, Haryana

Assistant Director
For Director General, Supplies & Disposals Haryana

SCHEDULE "AI"

Accepted rates, Terms & Conditions of M/s Chanson Motors Pvt.Ltd. Plot No.A-11-12, Keshopur Industrial Area, Vikas Puri, New Delhi- 110018 and offer dated 22.01.2018, your letter dated 06.06.2018, this office Acceptance Letter No.6213 dated 04.07.2018 and your letters No. nil dated 30.07.2018 & 06.08.2018.

2. Your offer has been accepted for providing of vehicles to various Govt. Departments/Boards/Corporations etc. across the State with the type/name of vehicle, rates for various Kms over the month, extra Kms rates as per details given below:-

Rates in Rs. per vehicle, GST shall be charged extra as per applicable Govt. rules, FOR Destination anywhere in Haryana. (All expenses towards fuel, running and maintenance of vehicles cost of consumables/ lubricants, insurance, taxes as applicable, permit fee and other charges including the salary (including overtime)/ dues of the driver, with other Terms & Conditions as per DNIT.)					
Sr. No.	Description of Stores	2000 Kms. per Month. Each vehicle (Rates in Rs.)	2500 Kms. per Month. Each vehicle (Rates in Rs.)	3000 Kms. per Month. Each vehicle (Rates in Rs.)	Extra KM. after 2000/ 2500/ 3000 per Kms. Each vehicle (Rates in Rs.)
1	Honda City SMT (AC) BS-IV	54,000/-	55,000/-	56,000/-	16/-
2	Maruti Ciaz Vxi (Petrol with AC) BS-IV	50,000/-	51,000/-	52,000/-	12/-
3	Maruti Dzire LDI (AC) BS-IV	34,000/-	35,000/-	36,000/-	12/-
4	Mahindra Bolero Jeep LX MDI 2WD (Non A.C) BS-IV	50,000/-	51,250/-	52,550/-	12/-
5	Mahindra Bolero Camper/ Pickup (Non AC) BS-IV	53,000/-	54,050/-	55,050/-	12/-
Detailed specifications as per NIT/Schedule "A" & submitted by you in the online offer.					

3. The apportionment of the quantity and the geographical area (Districts of Panchkula/Chandigarh, Ambala, Yamunanagar, Kurukshetra, Karnal , Kaithal & Sonipat and State Govt. Headquarters at Chandigarh/Panchkula) allocated to you for providing services of vehicles to the various Govt. Departments/ Boards/ Corporations etc. are as under:-

Sr. No.	Name of consignees / Deptts.& District	Mahindra Bolero Jeep LX MDI 2WD BS-IV	Maruti Dzire LDI Diesel	Maruti Ciaz Vxi (Petrol)	Honda City SMT BS-IV	Mahindr a Bolero Camper / Pickup BS-IV	Total
Panchkula District and State HQ							
1.	D.C Panchkula	02	--	--	--	--	02
2.	Zila Parishad, Panchkula	--	01	--	--	--	01
3.	HSAMB, Panchkula	02	--	--	--	--	02

4.	HPHC, Panchkula	--	02	--	--	--	02
5.	HPGCL, Panchkula	--	03	08	--	--	11
6.	HSPCB, Panchkula	02	--	--	--	--	02
7.	Horticulture, Panchkula	12	--	--	--	--	12
8.	HSIIDC, Panchkula	05	02	--	--	--	07
9.	WCD, Panchkula	--	03	--	--	--	03
10.	ULB & FS, Panchkula	02	--	01	--	--	03
11.	Haryana State Warehousing Corporation (HSWC), Panchkula	--	--	01	--	--	01
12.	Women Dev. Corp, Panchkula	--	--	01	--	--	01
13.	HVPNL, Panchkula	--	12	--	--	--	12
14.	Skill Dev. And Industrial Training, Panchkula	--	--	01	02	--	03
15.	Khadi & Village Industries Board, Panchkula	01	--	02	--	--	03
16.	Haryana Infrastructure Development Board, Panchkula	01	02	01	--	--	04
17.	Haryana Governance Reforms Authority (HGRA), Chandigarh	--	01	--	--	--	01
18.	Haryana Backward Class & Economically Weaker Section Kalyan Nigam, Chandigarh	01	--	--	--	--	01
Ambala District							
19.	D.C. Ambala	07	--	--	--	--	07
20.	HVPNL, Ambala	--	--	--	--	04	04
21.	Municipal Corporation, Ambala	02	--	--	--	--	02
22.	Municipal Committee, Ambala	02	--	--	--	--	02
Karnal District							
23.	D.C, Karnal	05	--	--	--	--	05
24.	HSAMB, Karnal	01	--	--	--	--	01
25.	Horticulture, Karnal	03	--	--	--	--	03
26.	HVPNL, Karnal	--	01	--	--	04	05
27.	Zila Parishad, Karnal	--	01	--	--	--	01
Kurukshetra District							
28.	HSAMB, Kurukshetra	02	--	--	--	--	02
29.	Horticulture, Kurukshetra	03	--	--	--	--	03

30.	HPVNL, Kurukshetra	--	--	--	--	05	05
31.	Zila Parishad, Kurukshetra	---	01	--	--	--	01
Kaithal District							
33.	D.C, Kaithal	01	--	--	--	--	01
33.	HSAMB, Kaithal	02	--	--	--	--	02
34.	HVPNL, Kaithal	01	--	--	--	04	05
35.	Municipal Council, Kaithal	01	--	--	--	--	01
36.	Municipal Committee, Kaithal	02	--	--	--	--	02
37.	Zila Parishad, Kaithal	---	01	--	--	--	01
Yamunanagar District							
38.	D.C , Yamunanagar	01	--	--	--	--	01
39.	HSAMB, Yamunanagar	02	--	--	--	--	02
40.	HPGCL, Yamunanagar	06	--	07	--	--	13
41.	HSPCB, Yamunanagar	01	--	--	--	--	01
42.	WCD, Yamunanagar	---	01	--	--	--	01
43.	HVPNL, Yamunanagar	---	---	---	--	02	02
44.	Municipal Committee, Yamunanagar	01	--	--	--	--	01
45.	Zila Parishad, Y/Nagar	----	01	---	---	---	01
Sonipat District							
46.	D.C Sonipat	02	---	---	---	---	02
47.	HSAMB, Sonipat	02	---	---	---	---	02
48.	HSPCB, Sonipat	02	---	---	---	---	02
49.	HVPNL, Sonipat	01	---	---	---	02	03
50.	Zila Parishad, Sonipat	----	01	---	---	---	01
Total		78	33	22	02	21	156
Billing:- Billing will be done from Haryana.							

The Terms & Conditions of the Rate Contract will be as under:-

1. Prices: The above rates are on consignee destination basis anywhere in Haryana at supplier's risk .
2. Place of delivery:- Chandigarh, Panchkula, Ambala, Yamunanagar, Kurukshetra, Karnal, Kaithal, Sonipat.
3. Delivery period:- within 30 days from the date of placement of supply order by consignee's against rate contract.
4. GST: @ GST shall be charged extra as per applicable Govt. rules.
5. Payment terms/ mode:- 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.
 - 5.1 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 / per month prescribed limit in the financial year i.e. 2000/2500/3000Kms multiply (X) by the numbers of months of the financial year.

- 5.2. 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.
- 5.3. 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.

6. **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.

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 and the firm will be required to maintain the Digital Record of the same.

8. The quantity of Stores can be increased or decreased as per the rules in this regard.
9. Other Terms & Conditions will be as per DNIT/Schedule-A/Schedule-B. A copy of DNIT containing Terms & Conditions is enclosed.

Assistant Director, Supplies & Disposals, Haryana
For & On behalf of Governor of Haryana

General Terms & Conditions:-

1. Reputed Taxi Operators/ Tour Operators/ Service Providers/ Agency/ Firm/ Central or State Government Undertaking are eligible to participate in this tender. Registration Certificate of the firm, TIN Number, PAN Number and Service Tax Registration Number from the competent authority.
2. The above mentioned bidders should have a minimum One year 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. The 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. 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 05 year (on the date of the tender) vehicles registered as commercial vehicles in their name or firms name for use as commercial vehicles 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, 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 for each case at individual District.

5. The concerned bidders should have its own EPF, ESI and Service Tax Number. 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.

B. 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.

C. 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/ Organization 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.
- D. 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 @ 5% of the order value or the estimated value of rate contract (*Estimated value = Charges of one vehicle per month X 36 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 [https:// haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in) 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. Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms:
A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 (Annexure-IX). All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their As per NIT/ Not as per NIT status. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/ complaint in whatsoever

manner from the bidders/ firms will be entertained after the opening of Financial Bid.

11. Arbitration Clause:-

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

12. Jurisdiction:-

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

E. 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.

Assistant Director, Supplies & Disposals, Haryana
For & on behalf of Governor of Haryana