

REGD.

From:

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

To

M/s Sakshi Cab India Pvt.Ltd.
79 (Ground Floor), Local Shopping Centre,
NBCC Tower, Kidwai Nagar (East) , Delhi -110023
E-mail :- sakshi_travels@rediffmail.com

Memo. No. 104/HR/RC/E-3/2024-25/
Dated Panchkula, the:-

Subject:- Rate Contract for Procurement of services (Duration 03 years):-
Outsourcing of vehicles Toyota Innova Crysta, BS-VI, (Petrol & Diesel)
for the use of various Govt. Departments / Boards / Corporations /
Federations / Agency etc. in state of Haryana (Sr. No. 14).

Dear Sir(s),

With reference to your Tender No. & dated and this office acceptance letter No. & Dated and your letter No. and Dated given in Schedule "A", on the subject noted above, I have to inform you that your offer has been accepted for the supply of stores to the terms & conditions given in the Schedule-"A"/DNIT and Schedule-"B".

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/persons who is/ are authorized to signed the agreement together with/their specimen signature duly attested by a Magistrate or Oath Commissioner or Resolution of the firm authorizing the persons to sign the documents on behalf of the firm.

3. The Contract shall come into force from the date of its issue and shall remain operative up-to Three Years i.e 15.08.2027. Government reserves the right to bring any other party 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 and terms & conditions as per Schedule-"A1" 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 risks purchase will be effected against you and the excess cost thus incurred will be recovered from you. The delay Services may be accepted under penalty clause as mentioned in Schedule-"A1" unless the Contract Period is extended by the competent authority.

6. The Director, Supplies & Disposals, Haryana reserves to himself the right to obtain contracted items of stores when available from any Govt. Deptt./ approved source without prejudice to this contract.

7. Failure to execute agreement/effect supplies within the stipulated period, repeatedly offering supplies liable to rejection or without prior inspection may render your earnest money/security liable to forfeiture, debarring your firm in addition to other remedies as available under the terms of the contracts.

8. All cases, where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.

9. Your attention is particularly invited to the provision of Schedule "B" regarding the compliance with requisitions, preparation and submission of bills and quarterly submission of statement of supplies.


10. **PRICE FALL CLAUSE:-**

The price charged for the stores shall not exceed in any way the lowest price at which you quote/supply the stores of identical description of stores to GeM /State Govt./Central Govt./Institutions/ undertaking/any other person during the delivery period/currency period of the rate contracts. If at any time during the delivery/currency period, you reduce the rate, sale price of quoted stores to any person at the price lower than the price chargeable under this supply order/contract, you are required to inform this office and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of rates shall stand correspondingly reduced to that level. You shall promptly notify the reduction of rates to this office as well as to concerned Indenting Officers/ Consignees. You shall also give a certificate on your bills that the rates charged by you are not in any way higher to these quoted to the GeM and other State Govt. Central Govt. Institutions etc. during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

11. All disputes will be settled only within the jurisdiction of Head Quarters of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge the receipt of this letter.

Yours faithfully,


Executive Engineer, Supplies & Disposals,
For & On behalf of Governor of Haryana

Endst. 104/HR/RC/E-3/2024-25/

Dated

A copy (i) copy of Schedule 'A' showing the prices accepted along with conditions of supply (ii) Schedule "B" i.e. conditions of contract applications are forwarded to the following for information and necessary action:-

1. The Superintendent (RVA) Branch) o/o/ Chief Secretary, Haryana, Civil Secretariat, Haryana, Sector-1, Chandigarh.
2. The Director, Agriculture & Farmers Welfare Department, Krishi Bhawan, Sector-21, Panchkula.
3. The Director, Urban Local Bodies Department, Haryana, Bays No. 11-14, Sector-4, Panchkula.
4. The Managing Director, H.V.P.N.L., Shakti Bhawan, Sector-6, Panchkula.

5. The Managing Director, H.P.G.C.L., Urja Bhawan, Sector-6, Panchkula.
 6. The Registrar, Co-operative Societies, Haryana, Sector-2, Panchkula.
 7. The State Project Director, HSSP, Shiksha Sadan, Sector-5, Panchkula.
 8. The Director General, Women & Child Development Deptt., Haryana Bays No. 15.20, Sector-4, Panchkula.
 9. The Senior Mechanical Engineer, Minister Car Sector (Transport), Haryana Plot No. 20-21, Indl. Area, Phase-II, Chandigarh.
- (i) They may indent for the requirement of the Outsourcing of vehicles Toyota Innova Crysta, BS-VI, (Petrol & Diesel) included in the Schedule "A1" attached direct on the approved contractors under intimation to this office.
 - (ii) The security deposited by the firms would be released after two months of the termination of the contract and he is therefore, requested to send the complaints, if any, against the contractors to this office within this limit for settlement, failing which no complaint or claim will be entertained.
 - (iii) The Inspection of the Outsourced vehicle shall be arranged by the Indenting Officer/Consignees or their authorized representatives at destination as per approved specifications and terms & conditions before assigning it on duty.
 - (iv) Please report all cases in which contractor fails to effect supply within the delivery period stipulated in the Schedule "A"/DNIT after the expiry of stipulated delivery period to this office for effecting purchase at the risk and cost of the contractors failing which all responsibility will rest with Indenting Officers/Consignees for not effecting risk purchase within prescribed period.

Executive Engineer, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

Endst. 104/HR/RC/E-3/2024-25/

Dated

A copy of the above is forwarded to the Excise & Taxation Commissioner, New Delhi for information and necessary action.

He is also requested to ensure that the GST is paid by the firm to government against this rate contract.

Executive Engineer, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

Endst. 104/HR/RC/E-3/2024-25/ 5867

Dated

16/8/24

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

1. The Accountant General (Audit), Haryana, Sector-33, Chandigarh.

2. The Controller of Stores, Punjab, Chandigarh.
3. The Controller of Stores, Himachal Pradesh Nigam Vihar, Shimla.
4. The Controller of Stores/Director of Industries and Commerce, J&K, Shrinagar.
5. St. Section O/o DGS&D, Haryana.
6. Programmer O/o DGS&D, Haryana.
7. Departmental Processing Charges branch O/o DGS&D, Haryana



Executive Engineer, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

SCHEDULE - "AI"

Accepted rates of M/s Sakshi Cab India Pvt.Ltd. 79 (Ground Floor), Local Shopping Centre, NBCC Tower, Kidwai Nagar (East) , Delhi -110023 E-mail :- sakshi_travels@rediffmail.com and your BID ID. No. 1111129 and your letter No. Nil dated 12.08.2024, this office acceptance letter No. 5605 dated 14.08.2024 & your letter dated 16.08.2024.

- (i) The rates are for hiring of per Toyota Innova Crysta (Petrol) in Rs. in respect to monthly slab given below

Sr. No.	Name of firm	For 2000 km/ month	For 2500 km/ month	For 3000 km/ month	Extra Kms Charges	Extra Hour Charges after 10 Hours duty
1	M/s Sakshi Cab India Pvt. Ltd.	99,000/-	1,10,000/-	1,23,000/-	24/-	200/-

- (ii) The rates are for hiring of per Toyota Innova Crysta (Diesel) in Rs. in respect to monthly slab given below :-

Sr. No.	Name of firm	For 2000 km/ month	For 2500 km/ month	For 3000 km/ month	Extra Kms Charges	Extra Hour Charges after 10 Hours duty
1	M/s Sakshi Cab India Pvt. Ltd.	98,000/-	1,08,000/-	1,18,000/-	22/-	200/-

Scope of work of the Services:-

You are requested to provide 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 a monthly charges basis.

Specific Terms & Conditions related to above procurement of Services:-

1. Rates:

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.

The Toll Tax, Parking Fee and state entry tax 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.

The Passenger Tax, Road Tax/Token Tax as applicable from time to time shall be paid by the bidder firm/contractor.

The firm/Contractor will be reimbursed Rs. 500 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.

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

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:

100% payment shall be made within 15 days on submission of monthly bill in duplicate.

The payment in respect of extra kilometers over and above the prescribed monthly minimum limit of 2000/2500/3000 Kms at the rate agreed on Rate Contract will be made at the end of the 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. 2000/2500/3000 Kms multiply (X) by the number of months of the financial year.

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.

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 LOGBOOK:

The logbook 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):

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 from the date of issue of Request/Requirement from Govt. Departments/Organizations.

9. 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) Valid permit to ply vehicle in Haryana, Punjab, Delhi (NCR) Chandigarh (UT). v) Photo Copy of Valid Driving License of the Driver.

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:- 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; 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. To take the legal remedies to recover the balance amount, if left. The contractor shall be responsible for all the risks involving liabilities and obligations arising out of this contract and underpay provision of law in force from time to time. The vehicle shall be provided with safety belt, stepney, tools spares and consumable, while travelling, by the owner of the vehicle without any extra charge. During the period of this contract the vehicle shall be at the exclusive disposal of the concerned office/officer of Govt. Department/Organization. Tampering of the meter shall be viewed seriously. In case it is noticed that the meter of the vehicle is malfunctioning 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. The driver should have a mobile phone for two way communication without going facility. 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. All the drivers deployed by the firm/contractor of the vehicles shall be issued proper laminated card to the personnel deployed who shall prominently display their identity cards while on duty and should be dressed properly (In proper uniform). 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.

All the drivers deployed by the firm/contractor of the vehicle will have a proper Driving License to drive the particular vehicle and the date of issue of DL will be more than 3 years on the date of deployment of driver on the vehicle in Government Department/Agency.

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.

10. DUTIES & RESPONSIBILITIES OF THE FIRM/CONTRACTOR (Driver):

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 Three-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 Government Department/Organization before the work is taken in hand.

Misbehavior by the Driver or not obeying the instructions of Concerned Officer/Official of Government Department/Organization, will be viewed very seriously and the concerned officer 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.

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.

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.

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.

- 11. 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.

12. 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 a 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) / 10 KMPL (Mileage of the vehicle)

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.

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.

13. 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:

- 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;
- 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 Rs. 100/- per hour of delay on each occasion, if the reason of late arrival is unsatisfactory;
- Breakdown en-route: In case any of the vehicle fails to report on duty due to breakdown 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.

- 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;
- **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;
- **During the contract period:**
If any of the vehicles 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;
- **For violation/breach of any of the conditions 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.
- The competent authority who can levy the above-mentioned penalties/deduction will be the officer/office with whom the concerned vehicle is attached.
- The vehicles shall be kept at the disposal of respective office/officer as designated by the concerned Govt. Department/Organization.
- 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.
- The time to time maintenance of vehicles including all spares, consumables and lubricants will be the responsibility of the contractor.
- 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.
- 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.
- 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.


- 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.
- 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.
- The first Aid Box with necessary medicines shall be provided in each vehicle by the firm/contractor at his own cost.
- The vehicle shall be utilized as per requirement of concerned office/officer of Govt. Department/Organization for local as well as outstation.

14. Indemnification:

The firm/contractor shall furnish an undertaking 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 takes 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).

(OTHER TERMS & CONDITIONS AS PER SCHEDULE-A/DNIT & SCHEDULE-B ATTACHED).

Encls.a/a


 Executive Engineer,
 Supplies & Disposals, Haryana,
 For & On behalf of Governor of Haryana.