

हरियाणा अंतरिक्ष उपयोग केन्द्र

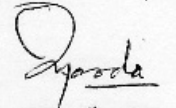
(हरियाणा ,विज्ञान एवं प्रौद्योगिकी विभाग)

चौ० चरण सिंह ह०क०वि० परिसर, हिसार।

(दूरभाष नं० 01662-232632 ,231045-47)

विज्ञापन

सर्व साधारण को इस विज्ञापन के माध्यम से सूचित किया जाता है कि हरसैक नोड गुरुग्राम कार्यालय में विभिन्न परियोजनाओं पर चल रहे कार्य को पूरी करने हेतु फिल्ड सर्वे इत्यादि के लिए किराये पर बुलेरो ए.सी. वाहन की आवश्यकता है। हरसैक इस वाहन के लिए रेट कन्ट्रैक्ट करना चाहता है जोकि एक साल की अवधि के लिए किया जाएगा। इच्छुक व्यक्ति या पार्टी आवश्यक नियमों एवं शर्तों की विस्तृत जानकारी हरसैक की वेबसाइट www.harsac.org से प्राप्त कर सकते हैं। किराये पर वाहन (केवल टैक्सी चलाने के लिए पंजीकृत) उपलब्ध कराने के इच्छुक फर्म अथवा व्यक्ति अधोहस्ताक्षरी के कार्यालय से अथवा हरसैक की वेबसाइट से निर्धारित फार्म 500/- रुपये का भुगतान करके पूर्णतया भरने के उपरांत दिनांक 28.05.2018 को सांय 5.00 बजे तक बुलेरो ए.सी. के लिए रु 10,000/- प्रतिवाहन प्रतिभूति के साथ मोहरबंद लिफाफे में जमा करवा सकते हैं। मोहरबंद लिफाफे दिनांक 29.05.2018 को सुबह 11.00 बजे अधोहस्ताक्षरी के कार्यालय में इच्छुक पार्टी या उस द्वारा अधीकृत प्रतिनिधि के सामने खोले जाएंगे। विस्तृत जानकारी के लिए दिनांक 27.05.2018 तक किसी भी कार्य दिवस में अधोहस्ताक्षरी के कार्यालय में सम्पर्क कर सकते हैं। इसके बाद में प्राप्त होने वाले फार्म पर कोई विचार नहीं किया जाएगा।


मुख्य वैज्ञानिक

HARYANA SPACE APPLICATIONS CENTRE (HARSAC)

(Department of Science and Technology, Haryana)

CCSHAU NEW CAMPUS, HISAR-125004,

Ph. 01662-232632, 225958

Website: www.harsac.org

| | |
|---|--|
| Date & Time for receipt of Tender: | 28.05.2018 upto 5.00 p.m. |
| Date & Time for opening of Tender: | 29.05.2018 at 11.00 a.m. |
| Earnest money:- | Rs. 10000/- (Rs. Ten Thousand only) |
| Tender document fee:- | Rs. 500/- (Rs. Five hundred only) |

A. Information to Bidders

1. The Bidders can download the tender documents from the Website of HARSAC i.e www.harsac.org
2. Date and Time of making payment of tender fee, earnest money deposit (EMD) is upto 5.00 p.m. on 28.05.2018.
3. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees in the shape of Demand Draft, drawn in favour of Chief Scientist, HARSAC, Hisar.
4. Payment of Tender Fee:- The payment for the Tender Document Fee shall be made by the interested bidder in cash or through demand draft in favour of Chief Scientist, HARSAC, Hisar.
5. Payment of EMD: - The payment of EMD is to be made in the shape of Demand Draft drawn in favour of Chief Scientist, HARSAC, Hisar.
6. The tender form without earnest money shall be rejected.
7. However, the details of the EMD, Tender document Fee shall require to be provided in the specified column of tender form.
8. If the tenders are cancelled or recalled on any grounds, the Tender Document 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 a Bolero AC vehicle for HARSAC Node, Gurugram. | Category – III | 1 | | Gurugram. |

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, and 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 two 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 the vehicle of model not older than 1 year (on the date of the tender) vehicles registered as commercial vehicle in their name or firms name for use as commercial vehicle. **Attach the proof of ownership of the vehicles and lease deed for the vehicles, if any.**
5. Preference will be given to the bidder who have its own EPF & ESI Number. Attach copies of EPF & ESI 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 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 the services of Bolero AC vehicle along with driver as per the requirement of HARSAC to be used for officers/ officials work both at designated areas and even outside the designated areas 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 HARSAC 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 3000 kms per month with complete month availability along with the rates in per km, if different, for the additional mileage in excess of 3000 kms. The rates will be evaluated on the basis of Lump-sum quoted for 3000 kms on monthly basis. The rates for the additional mileage in excess of 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 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.
- 1.6 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 labour / 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 cell.
- 2.2 The payment in respect of extra kilometres over and above the prescribed monthly minimum limit of 3000 kms at the rate agreed on Rate Contract will be made at the end of financial year. The extra payment will be made for the kilometres= Total kilometres run during the financial year (appropriate period) minus(-) Total kilometres prescribed limit in the financial year i.e. 3000 kms 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, 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 one year from the date of start of the work. However, HARSAC reserves the right to extend the period of the contract for another one year on the same rates, terms and conditions with mutual agreement /consent.

5. **Termination of contract**

HARSAC 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 HARSAC using the vehicle.

7. **GPS Enables vehicle**

The firm/ contractor providing the GPS enabled vehicles shall be given preference.

8. **Duties & Responsibilities of the firm / contractor (General)**

8.1 The firm to whom the work is awarded will have to provide the vehicle within one week of issue of award of work.

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. Photocopy of Valid RC of vehicle.
- ii. Photocopy of Valid Comprehensive Insurance Policy of Vehicle.
- iii. Photocopy of Valid pollution certificate of vehicle.
- iv. Colored photograph of vehicle with front number plate.
- v. Valid permit to ply vehicle in Haryana, Delhi (NCR) Chandigarh (UT).
- vi. Duly Stamp and sign terms & conditions.
- vii. Photocopy 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 HARSAC 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 source (s) at his risk and cost besides taking action as per the conditions of the 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 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 HARSAC Node, Gurugram.
- 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 driver is punctual and vigilant in performance of his duties. Further the owner shall engage/ supply physically/ medically fit driver.
- 8.10 The driver deployed by the firm /contractor of the vehicle 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).
- 8.11 In the event of theft, loss, accident or any dispute with any local Govt. Authority, HARSAC 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 The driver 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 HARSAC.
- 8.13 The firm/ contractor will be duty bound to make available the vehicle to the HARSAC Node, Gurugram 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 driver deputed with the vehicle 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 the driver along with all requisite documents of the vehicle shall be submitted by the firm/contractor to the HARSAC before the work is taken in hand.

- 8.14.2 Misbehaviour by the driver and not parking of the vehicle at he assigned place or not obeying the instructions of concerned officer/ official of HARSAC, 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 to the concerned officer and the terminated driver shall not be taken back on duty at any stage without 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 HARSAC. The contractor will keep HARSAC 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 HARSAC and all the dispute will be settled by his contractor who has engaged him.
- 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 HARSAC 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 HARSAC shall not be responsible for any damage, whatsoever, to the vehicle or its driver/ passenger 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 not be increased or decreased.

- 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. HARSAC 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 HARSAC 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:- HARSAC 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-
- (a) 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 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 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 misbehaviour by the Driver
Rs. 500/- per default. If the misbehaviour 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 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 Senior Scientist 'SG' HARSAC Node, Gurugram.
- 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 HARSAC 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 HARSAC reserves the right to claim adequate compensation from the firm / contractor on account of any damage caused to the human or 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 breakdown.
- 8.26 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 HARSAC Node, Gurugram.

8.27 The first Aid Box with necessary medicines shall be provided in each vehicle by the firm/ contractor at his own cost.

8.28 The vehicle shall be utilized as per requirement of concerned office/ officer of HARSAC Node, Gurugram 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 HARSAC Node, Gurugram 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 the driver employed by him. If due to any reason, whatsoever, the HARSAC is made liable, it shall be recovered by the HARSAC 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 prescribe Performa (Performa-B) with HARSAC who will represent as Principal Employer.

F. Standard Terms & Conditions

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

1. 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.

2. Performance Security

The successful renderer /bidder / firm/contractor shall be required to deposit

Performance Security Deposit of Rs. 20,000/- in the shape of Demand draft in favour of Chief Scientist, HARSAC, Hisar.

3. 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 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”.

4. 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.

5. Jurisdiction

All disputes will be settled within the jurisdiction of the Gurugram.

G. Other Terms & 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 Bid should have proper indexing and page numbering on all the documents forming financial bid. However, the firms have option to submit the supporting documents as required to be supported along with Bid in physical form to the office of Chief Scientist, HARSAC, Hisar by due date and time.
5. The offer without prescribed earnest money, tender tee or any document is liable to be summarily rejected.

Other terms & conditions as contained in various Annexure/Documents as available at the website of HARSAC i.e. www.harsac.org

**Chief Scientist
HARSAC, Hisar.**

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 HARSAC Node, Gurugram. | Category –III i.e. for Gurugram. | Bolero A.C. | 1 | HARSAC Node, Gurugram. |

BIDDERS/FIRM/CONTRACTOR PROFILE

Passport size
photograph of
bidder/
authorized
signatory

General:

1. Name of the Bidder/ firm _____
2. Name of the person submitting the Bid whose photograph is affixed Sh./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 Number, 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 No. | Date of Registration |
|---------|-----------------|------------------|----------------------|
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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 2018 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 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 drives 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 falling which _____ (please mention the HOD of the concerned Govt. Department/ Organization or any other officer as authorised so) has the right to hire vehicle form 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 by 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 matter 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 nay 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.
17. 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.
18. The dead mileage in any case should not be more than five kms. one way.
19. No advance payment will be made.
20. 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.
21. The firm/ contractor will maintain separate log books for each vehicle which will also be verified/ countersigned by the concerned officer.
22. 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.
23. 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.
24. The concerned Govt. Department/ Organization reserves the right to vary the numbers of vehicles hired as well as relax the terms and conditions in the public interest.
25. The bidder should have valid permit to ply the vehicle in Haryana, Punjab, Delhi & Chandigarh.

26. 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 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 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;
- 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 misbehaviour by the Driver:- Rs. 500/- per default. If the misbehaviour 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.

27.) The price quoted is inclusive of all Taxes.

28.) Jurisdiction:-

All the disputes will be settled within the jurisdiction of the Gurugaon

29.) That the firm/ contractor agree to all the terms and 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: _____

C. Category III

| Category of Service Provider: Category-III : Procurement of Service- Outsourcing of Vehicles FOR HARSAC Node, Gurugram. | | | | | | |
|---|------------------------|----------------|--|----------|---|---|
| Sr. No. | Make /Model of Vehicle | No. of Vehicle | Maximum rate per month with the ceiling of 3000 kms per month | | Maximum rate per kilometre above 3000 kms per month | Place of Service |
| | | | In figure | In words | Both in figure & words | Various officers of Govt. Departments/ Organization |
| 1. | Bolero AC | 1 | | | | |