

**OFFICE OF THE DISTRICT SPORTS & YOUTH AFFAIRS OFFICER, REWARI
RAO TULA RAM STADIUM, REWARI**

Ph. No. 01274-257349 e-mail – dsorwr@gmail.com

Subject Arranging Rate Contract for Procurement of Services- Outsourcing of One Mahindra Bolero in Distt. Sports & Youth Affairs Officer, Rewari through offline tender in two stage bid system i.e. Technical bid and Financial Bid as per details given below in Schedule-A /DNIT.

SCHEDULE-A/ DNIT

| Sr. no. | Particular | Remarks |
|----------------|---|---|
| 1 | Tender Notice No. | Spl. 01 |
| 2 | Sr. No. of Tender | 01 |
| 3 | Offline submission of EMD | 5000/- |
| 4 | Date of floating of Tender | 24/07/2017 |
| 5 | Date & Time for submission of manual document | 31/07/2017 at 11.00 am At Distt. Sports & Youth Affairs Officer, Rao Tula Ram Stadium, Delhi Road, Rewari |
| 6 | Date & Time of opening of Technical & financial Bids/s. | 31/07/2017 at 12.00 noon At Distt. Sports & Youth Affairs Officer, Rao Tula Ram Stadium, Delhi Road, Rewari |
| 7 | Place of submission of Tender document | District Sports & Youth Affairs Office, Rao Tula Ram Stadium, Delhi Road, Rewari Time:- Office hours 9 AM to 5 PM in any working day |
| 7 | Tender fee | 1000/- |
| 8 | Earnest Money required | 5000/- |

**IMPORTANT NOTE:- DATE AND TIME OF MAKING PAYMENT OF TENDER FEE,
EARNEST MONEY IS UPTO 31/07/2017 AT 11.00 am**

Eligibility Criteria:-

- 1 Reputed Taxi Operators/ Tour Operators/ Service Providers/ Agency/ Firm/ Central or State Government Undertaking are eligible to participate in this tender. Attach a copy of Registration Certificate of the firm, TIN Number, PAN Number, Service Tax Registration Number from the competent authority.
- 2 The above mentioned bidders should have a minimum two years experience of similar type of work. Similar type of work means that they have provided vehicles on outsourcing basis to any State Government Department/ Government Agencies or Government of India Departments/ Undertakings. Attach copies of Work Experience for the relevant period from the Hiring Government Department/ Agency.
- 3 The above mentioned bidders should have executed work order for a single type of work through a single order valuing at least 20% of the estimated cost of Work for which presently tendering during the last three preceding years (on the dated of tender) in State Government Department/ Agency or Central Government Department/ Agency. Attach copies of the Work Orders issued by Hiring Government Department/ Agency along with Performance certificate of successful completion of the same.
- 4 **The bidder should own or have on lease sufficient vehicles of odel not older than 01 year (on the date of the tender) vehicles registered as commercial vehicles in their name or firms name for use as commercial vehicles as per details given below:-**

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

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

- 5 The concerned bidders should have its own Service Tax Number. Attach copies of 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 Service Tax registration before allotment of the work. The bidders are required to give their profile as per Performa-A of this document.

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 upto 2500 kms per month with complete month availability along with the rates in per km, if different, for the additional mileage in excess of 2500 kms. The rates will be evaluated on the basis of Lump-Sum quoted for 2500 kms on monthly basis. The rates for the additional mileage in excess of 2500 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 9.00 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 Services 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 2000/2500 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 kilometers=Total Kilometers run during the financial year (appropriate period) minus (-) total Kilometers

prescribed limit in the financial year i.e. 2000/2500 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, 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 One Year 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 reserve the right to terminate the contract at any time or at any stage during the period of contract 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 DUTIES & RESPONSIBILITIES OF THE FIRM/ CONTRACTOR (General):-

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

7.2 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, Punjab, Delhi (NCR) Chandigarh (UT).
 - vi) Duly Stamp & Sign terms & Conditions
 - vii) Photocopy of Valid Driving License of the Driver.
- 7.3 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.
- 7.4 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.
- 7.5 During the period of this contract the vehicle shall be at the exclusive disposal of the concerned office/officer of Govt. Department / Organization.
- 7.6 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.
- 7.7 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 Government Department/Agency.
- 7.8 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 at his cost. The firm/contractor shall, however, indemnify the concerned Govt. Department/ Organization from any claim, whatsoever from Statutory Authorities.
- 7.9 The vehicle shall be kept at the disposal of respective office/ Officer as designated by the concerned Govt. Department/ Organization.
- 7.10 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.
- 7.11 The time to time maintenance of vehicles including all spares, consumables and lubricants will be the responsibility of the contractor.

- 7.12 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.
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 The first Aid Box with necessary medicines shall be provided in each vehicle by the firm/ contractor at his own cost.
- 7.17 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.
- 7.18 **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:-
- 7.18.1 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.
- 7.18.2 **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.
- 7.18.3 **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.
- 7.18.4 **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.

- 7.18.5 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.
- 7.18.6 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.
- 7.18.7 **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.
- 7.18.8 The competent authority who can levy the above mentioned penalties/ deduction will be the officer/ office with whom the concerned vehicle is attached.

8 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 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.
- 2 **EMD:-** The firm/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.

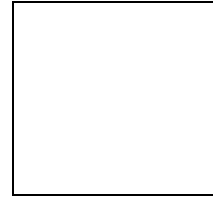
- 3 **Price Fall Clause:-** Price fall clause will be as per condition no. 15 f “General Conditions of Supply” as available at Annexure-V. The same is that the price quoted in the tender/quotation or approved in the Rate Contract for the Services shall not exceed in any way the lowest price at which 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 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 Office/ 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.
- 4 **Jurisdiction:-** all disputes will be settled within the jurisdiction of the Deputy Commissioner, Rewari

City Magistrate-cum- President,
Vehicle Hire Committee, Rewari

BIDDER/FIRM/CONTRACTOR PROFILE

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 or your firm with the competent authority as required by business law)

7 Name of Proprietor/Partners/Directors-----

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

9 Permanent Income Tax member, Income Tax circle -----

(Please attach a copy of last income tax return)

10 Infrastructure capabilities:

a) Particulars of vehicles available with the Bidder:-

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

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

Place:- Signature of Bidder/authorized signatory -----

Dated Name of the Bidder -----

Seal of the Bidder
Signature

APPENDIX-I

C. Category- III:

| Category of Service Provider:- Category-III: Procurement of Service- Outsourcing of Vehicle For Haryana Govt. Department/ Organization Officer in District- Rewari | | | | | | | |
|---|------------------------|---------------|--|---------|--|---------|---|
| Sr. No. | Make /Model of vehicle | No of vehicle | Maximum rate per month with the ceiling of 2500 Kms. per month | | Maximum rate per Kilometer above 2500 Kms. per month | | Place of service |
| | | | In figure | In word | In figure | In word | |
| | | | | | | | District Sports & Youth Affairs Officer, Rao Tula Ram Stadium, Rewari |

PERFORMA- B

DRAFT AGREEMENT FOR HIRING OF VEHICLES

- 1 This agreement is made on this day of 2017 Between the Governor of Haryana through District Sports & Youth Affairs Officer, Rewari hereinafter called the “Govt. Department” 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 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 One Year i.e. to say from the date of work order or until the contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 01 year as on the date of publication of tender, on rates accepted as described in Schedule vide Appendix-I to this agreement. It is agreed by the Firm/Contractor that the number of vehicles required is likely to change and may be demanded according to exigencies of service by concerned office/officer of the concerned Govt. Department/organization. The duration of the Rate Contract of One year on the same rate during the contract period. The concerned Govt. Department/ Organization reserves the right to curtail or to extend the validity to the validity of contract for one year on the same rates and terms and conditions at the discretion of the Department.

- 2 The vehicle and drivers provided by the firm/contractor shall work under the overall supervision of this concerned Govt. Department/ Organization or any person authorized so.
- 3 The firm/ contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
- 4 The firm/ contractor will have to provide the replacement of Driver in case of any eventuality. The Govt. Department/ Organization has the right to ask the firm/ contractor for removal of any Driver, who is not found competent or disciplined.
- 5 In case of breakdown of any vehicle, the firm/contractor shall replace the breakdown vehicle within one hour failing which..... (please mention the HOD of the concerned Govt. Department/ Organization or any other office as authorized so) has the right to hire vehicle from any other sources at the expense of the contractor.
- 6 The firm/ contractor shall not employ any person who has not completed eighteen years of age. The firm/ contractor shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/ Acts/ Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Firm/ Contractor, there will not be any liability on the concerned Govt. Department/ Organization.
- 7 The concerned Govt. Department / Organization will be under no legal obligation to provide employment to any of the personnel of the firm/ contractor after expiry of agreement period and the concerned Govt. Department/ Organization recognizes no employer- employee relationship between the concerned Govt. Department/ Organization and the personnel deployed by the firm/ contractor/ agency.
- 8 Any person who is in Government service or an employee of concerned Govt. Department/ Organization should not be made partners to the contract by the firm/ contractor directly or indirectly in any manner whatsoever.
- 9 The firm/ contractor shall indemnify the concerned Govt. Department/ Organization against all other damages/ charges for which the concerned Govt. Department/ Organization may be held liable or pay on account of the negligence of the firm/ contractor or his staff or any person under his control whether in respect of accident/ injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The concerned Govt. Department/ Organization shall not be responsible 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 vehicle provided by the firm/ contractor should bear commercial Taxi/ Cab Registration Numbers and should have comprehensive insurance and Driver so provided with the vehicles shall have commercial LMV Driving Licence and Badges.
- 12 The vehicle 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 vehicle 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 vehicle and Driver 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 Sips/ 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 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 to 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 break down or otherwise, the firm/ contractor shall be responsible to provide alternate vehicle within One-Hour, otherwise the concerned Govt. Department/ Organization will be within rights to make alternate arrangement at the risk and cost of the contractor after imposing the penalty of Rs. 500/- for each such case.
 - iv) Recurrent malfunctioning/ dissatisfactory condition of the vehicle:- The vehicle will be returned. A vehicle may be hired by the concerned officer/ office, payment of which will be borne by the contractor along with a daily fine of Rs. 500/- till such time a proper vehicle is provided by the contractor.
 - v) On misbehavior by the Driver:- Rs. 500/- per default. If the misbehavior continues, then the driver will have to be changed by the contractor. If the contractor does not change the driver within 3 days time, the vehicle will be sent back and a taxi may be hired. The payment of such taxi will be borne by the contractor along with a fine of Rs. 200/- daily.
 - vi) During the contract period if any of the vehicle is seized/detained/ impounded by the Police, Transport Officer or any other Authority for any reason whatsoever, it will be at the sole risk responsibility of the firm/ contractor, who shall immediately provide another vehicle of the same seat capacity in lieu thereof, otherwise a penalty of Rs. 1500/- per day will be imposed.
 - vii) For violation/ breach of any of the condition of the contract- Rs. 1000/- per default and / or Termination of the contract/ forfeiture of Performance Security. In case of breach 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 office/ office with whom the concerned vehicle is attached.

29 The price quoted is inclusive of all Taxes.

30 Arbitration- In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the Deputy Commissioner, Rewari. The entire dispute shall be subject to the jurisdiction at Rewari (or in any other city) where the office of Deputy Commissioner is located. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the Govt. then entire amount shall be payable by the Distt. Sports & Youth Affairs Officer, Rewari but where the ex-parte award is announced in favour of the Govt. the share of the opposite party shall from part of claim and shall be recoverable from the said party.

31 Jurisdiction- All disputes will be settled within the jurisdiction of the Deputy Commissioner, Rewari

32 That the firm/ contractor agree to the terms & conditions as contained in Schedule-A (DNIIT) 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

1 Witness
Name: -----
Address -----

2 Witness
Name: -----
Address -----

3 Witness
 Name: -----
 Address -----

4 Witness
 Name: -----
 Address -----

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

SPECIMEN OF BANK GUARANTEE BOND REQUIRED TO BE FURNISHED

Rs. 15/- on Non Judicial Stamp Paper

- 1 In consideration of the Governor of Haryana (herein after called the Government) having agreed to exempt (herein after called the contractor (s) from the demand under the terms and conditions of an agreement dated made between the District Sports & Youth Affairs Officer, Rewari and M/s (herein after called the said agreement) of security deposit for the fulfillment by said contractor (s) of the terms and conditions contained in the said agreement on production of bank guarantee for Rs..... (Rupees..... only), we Bank Limited (herein after referred to as) (“the bank”) do hereby undertake to pay to the Government an amount not exceeding Rs..... Against any loss of damage cause to suffered or would be caused to or suffered by the Government reasons of any breach by the said contractor (s) contractor (s) of any of the terms and conditions in the said agreement.

- 2 We Bank Limited do hereby undertake to pay the amount due and payable under this guarantee without any demurrage merely on demand from the Government stating that the amount. Claimed is due by ways of loss or damage caused to or would be caused to or suffered by the Government stating that the breach by the said contractor (s) of any of the terms and conditions contained in the said agreement of by reason of the contractor’s failure to perform the said agreement. Any such demand made by the bank shall be conclusive as regards the amount due and payable by the Bank without any hesitation under this guarantee. However, or liability under the guarantee shall be restricted to an amount not exceeding Rs.....

- 3 We..... Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken

for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the District Sports & Youth Affairs Officer, Rewari certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly unless demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

4 WeBank Limited, further agree with the Government, that the Government, shall have the fullest liberty without our consent and without effecting in any manner our obligation be rendered to vary any of the terms and conditions of the said agreement and or to extend time of performance by the said agreement and or to extend time of performance by the said contractors from time to time and or to postponed for any time or from time to time any of the power exercise ble by the Government, of Haryana against the said contractor (s) and to for bearer on enforce any of the terms and conditions relating to the said contractor (s) and to for bearer on enforce any of the terms and conditions relating to the said amount and we shall not be relieved from our liability by reason of any forbearance, act or commission on the part of the Government, or any indulgence by the Government, to the said contractor (s) by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.

5 We..... Bank Limited, last undertake not to revoke this guarantee during the currency except with the previous content of Government and shall undertake to pay to the Government, an amount of Bank Guarantee as and when demanded.