

Haryana Skill Development Mission (HSDM)
(Skill Development & Industrial Training Department, Haryana)
Industrial Plot No. 2, Kaushal Bhawan, 1st Floor Sector-3, Panchkula
Phone No. 0172-2930418, e-mail: haryanasdm@gmail.com

Quotations are invited to hire Innova Crysta vehicle on monthly basis. The details, terms and conditions are available on the Department website hsdm.org.in. The offers should reach at the above mentioned address by 5:00PM, 24.06.2022.

Mission Director
Haryana Skill Development Mission
Panchkula

Haryana Skill Development Mission

Tender Document

Subject: Hiring of vehicle by the Haryana Skill Development Mission-regarding.

The Mission Director, Haryana Skill Development Mission invites quotations in sealed cover from reputed vendors latest by 24.06.2022 for hiring one vehicle, **Innova Crysta (Petrol/Diesel)** for the use of the Haryana Skill Development Mission, Panchkula.

Different models of vehicle from different vendors may be hired based on the financial bid received for each model.

The bid shall consist of two parts- Technical bid and Financial Bid. Both bids are to be placed in two separate sealed envelopes (clearly superscribing 'Technical Bid' and 'Financial Bid') which in turn are to be placed in one sealed cover. Bids of all parties whose financial bid is not in a separate sealed cover or the rates quoted by them find mention in their technical bid shall be rejected forthwith. All the information sought under the head 'conditions' and 'Other Information to be supplied' is to be given in Technical Bid while price quoted for the same will have to be mentioned only in the Financial Bid. The Financial Bid of only those parties will be opened whose Technical Bids are found to be eligible while the disqualified bidder's financial bid shall not be opened. The Technical Bid shall be opened on 27.06.2022 in the Kaushal Bhawan, 1st Floor, IP-2, Secot-3, near Majri Chowk, Panchkula in the presence of one representative of each of the bidder who wishes to be present.

A. Eligibility criteria for bidder (supporting evidence should be submitted along with Technical Bid):-

1. Reputed Taxi Operators/ Tour Operators/ Service Providers/ Agency/ Firm/ Individual owners of vehicles/ Central or State Government Undertaking are eligible to participate in this tender. Attach a copy of Registration Certificate of the firm, GSTIN Number, Service Tax Registration Number from the competent authority (if available). However, copy of PAN is mandatory.
2. The bidder should own or have on lease sufficient vehicles of model not older than 01.01.2018 (on the date of the tender) vehicles registered as commercial vehicles in their name or firms name for use as commercial vehicles and has not covered 100000 i.e. one Lakh kilometers. Attach the proof of ownership of the vehicles and lease deed/agreement for the vehicles, if any.
3. The vendor should not have been black listed by any Govt. Department in last five years.
4. Attach copies of EPF, ESI and Service Tax Number issued by the competent authority (if available). The bidders are required to give their profile as per **Annexure –A** of this document as applicable. Individual bidders/self-employed bidders need not to submit these documents. However for individual bidders submission of **Annexure-B** is mandatory.

B. Scope of Work of the Services:-

- The participating bidders in the tender will be required to provide vehicle as per

Haryana Skill Development Mission
Tender Document
Hiring of vehicle by the Haryana Skill Development Mission

the tender along with driver as per the requirement of HSDM to be used for the office of HSDM and in the field for office work both at designated areas and even outside the designated area as per the requirement on monthly charges basis.

- Bidder may apply for providing vehicle to HSDM as per the requirement in tender document.

C. Technical Bid:-

Eligible transport vendors, tour/ taxi operators are requested to provide the information in the performa enclosed with this tender document.

D. Financial Bid:-

Eligible transport vendors, tour/ taxi operators are requested to provide the information in the performa enclosed with this tender document. Quotation should be sent in sealed covers superscribed as **QUOTATION FOR HIRING OF VEHICLES** & should reach the office of Haryana Skill Development Mission, Kaushal Bhawan, 1st Floor, IP-2 ,Sector-3, near Majri Chowk Panchkula on or before 24.06.2022 by 5:00PM. The quotation will be opened on 27.06.2022 at 2:00PM in the presence of the parties or their representative, who wish to be present.

GENERAL TERMS & CONDITIONS FOR HIRING OF VEHICLE

1. Sealed tenders are invited for one no. Innova Crysta vehicle (Petrol/Diesel) on hire on monthly basis for Haryana Skill Development Mission (HSDM).
2. The bidder has to submit financial bid for 3000 Kms per month with complete month availability alongwith 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 Km will be considered of the bidder who has quoted minimum and the L-I bidder/firm for the lump-sum rate will have to agree to the same.
3. All the rates must be written both in figures and words. Corrections, if any, is to be made by crossing out, initialing, dating and rewriting shall be authenticated.
4. The firm/ contractor will be reimbursed Rs. 200/- per night for stay of the driver on tour to the outstation or any duty after 9:00 PM at headquarter in addition to the rates.
5. The rate quoted should be inclusive of all taxes and exclusive of GST. The GST will be paid additionally only after receiving the photocopy of the GST Identification Number. No GST will be paid if the firm/ contractor fails to provide proof of valid GST identification number. Copy of PAN is also required to be submitted by the bidder firm/ contractor for the same name against which invoices will be generated.
6. The rates shall remain firm during the contract period. No escalation for price variation or any other extra payment what so ever 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.
7. In case, if the journey performed during the month is less than 3000 KM the difference in KM shall have to be adjusted during the next preceding months till the termination/ completion of agreement.
8. The bidder has to attach a Demand Draft of Rs. 1000/- (Rs. One thousand only) as tender fee in favour of Haryana Skill Development Mission payable at Panchkula as tender fee.
9. The tender must be submitted along with Demand Draft drawn in favour of Haryana Skill Development Mission payable at Panchkula of Rs.5,000/- (Rupees Five thousand only, non-interest bearing) as Earnest Money Deposit (EMD). Bid submitted without EMD will summarily be rejected. The EMD of the successful bidder will be refunded after furnishing of the Security Deposit and the EMD of the other bidders will be refunded at the earliest after completing bidding process.
10. The successful tenderer/bidder/firm/contractor shall be required to deposit Security Deposit @ **10%** of the order value or the estimated value of rate contract (*Estimated value = Charges of one vehicle per month X 12 months X Number of vehicles to be provided*) in the form of a crossed demand draft in favour of Mission Director Haryana Skill Development Mission, Panchkula, which is subject to forfeiture in case of termination of the contract due to failure to abide by terms and conditions of the contract by the vendor. The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/Banker's Cheque in favour of Mission Director HSDM.
11. Initially the vehicle shall be hired on monthly basis during one year and can be extended further on satisfactory performance and on mutual agreement upto 3 years as per requirement.
12. Vehicle must be registered as per Motor Vehicle Act and have relevant permit for Haryana, Punjab, UT of Chandigarh and Delhi.

13. The owner of the vehicle will be responsible for observing all the rules and regulations under Motor Vehicle Act and any contravention of law will be the liability of the owner and all challans or the other action taken under Motor Vehicle Act will be the responsibility of the owner.
14. All types of liabilities will be borne by the owner of the vehicle including fuel, services, repair and maintenance etc.
15. The owner of the vehicle will be responsible for good conduct and behavior of the driver of the vehicle.
16. The vehicle must be insured at owner's risk.
17. The deployed driver shall keep all valid license and up to date tax payment certificate/ receipt, pollution control certificate, insurance and any other tax payment/ clearance up to date in his custody.
18. The vehicle shall be provided with stepney, tools spares, consumable while travelling, first- aid kit etc.
19. The owner shall provide immediately another suitable vehicle in running condition in case the deployed vehicle is under breakdown, otherwise the deduction shall be made towards the hire charges paid by the department for arranging the suitable vehicle from the market as liquidated damages.
20. 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 proportionate 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 log book.
21. In the event of theft, loss, accident or any dispute with any local Govt. Authority, Department will not be responsible and vehicle owner will settle the claims at his own level.
22. The log book will be maintained by the driver and the same shall be filled and verified by the concerned officer in the Department using the vehicle.
23. The Kilometers entry in the Log Book maintained for every vehicle should start from the place of pick-up and drop of the officer.
24. Toll tax and parking fees will be paid by the Office when in use for Office.
25. Payment will be paid only after satisfactory services provided during the month.
26. The Mission Director Haryana Skill Development Mission reserves the right to postpone and/or extend the date of receipt/opening rates/quotations or to withdraw the same, without assigning any reason thereof.
27. The agency will not contact in any way any person/authority for availing the contract. If found so, the tender of the agency doing so will be rejected.
28. The vehicles should be in excellent condition. The color of the cars will be white and preferably Haryana registration number. They should have been manufactured on or after 01.01.2018 and should have run for less than 1,00,000 km i.e. one lakh kilometer. All the vehicles must have valid permit to run in the territory of Haryana, Chandigarh and Delhi. However, the decision of Mission Director, HSDM will be final in this regard.
29. The vehicle should be for the exclusive use of the Haryana Skill Development Mission for all seven (7) days of a week. The Department shall not allow use of the hired vehicles, by the vendor, for any other purpose.
30. The vehicles will be at the disposal of the HSDM and the timing and duration of deployment of vehicles will be as per the requirement of the controlling officers.

31. All expenses relating to salary and allowances of the driver, over time payment, maintenance of vehicles, insurance, fuel or and other expenditure related to the vehicle and the driver will be borne by the vendor.
32. All legal obligations in respect of the vehicles i.e. Road Tax, RTO registration and permissions etc. and in respect of the driver i.e. minimum wages as per Govt. Regulation, social security etc. will be the responsibility of the vendor.
33. The vehicles will be kept neat and clean and in perfect running condition. The seat covers & curtains shall also be provided by the vendor.
34. In the event of breakdown of vehicles or absence of driver, the vendor shall provide a substitute vehicle/driver immediately. In case vehicle does not report on time/does not report at all, the Department would have a right to hire a vehicle from the market & the additional cost incurred by the HSDM will be borne/ reimbursed by the vendor or deducted from his monthly bill.
35. All the drivers should have valid driving licenses. The vehicles should be registered with the concerned authorities of Central / State Govt. A certificate to this effect should be provided. All the drivers of the vehicle must follow traffic rules and other regulations prescribed by the Government from time to time.
36. All the Drivers must observe all the etiquette and protocol while performing the duty. They must be neatly dressed in the prescribed uniform and he should wear proper uniform & he must carry a mobile phone in working condition 24X7, for which no separate payment shall be made by the Department.
37. The operator is bound to provide one extra vehicle & one extra Driver, if required.
38. Vendor and the drivers shall be bound to carry out the instructions of the Department as well as the Officers to whom the vehicle are assigned.
39. In case of any accident, all the claims/damages arising out of it shall be met by the vendor. The vendor will be responsible for any loss/damage to property because of negligence of driver or poor maintenance of vehicle or due to an accident. The department will not be responsible for any such loss.
40. TDS will be deducted from the payment due to the vendors as per the Income Tax Act.
41. The Contract for a vehicle can be terminated at any time after giving, one month notice without assigning any reason by the department and two months' notice by the vendor.
42. 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 Mission Director HSDM and its officers indemnified against any breach or default.
43. The time to time maintenance of vehicles including all spares, consumables and lubricants will be the responsibility of the contractor.
44. The Mission Director HSDM 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.
45. 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.
46. The vendors should ensure payment of wages, as per minimum wages Act, to the drivers deployed by them. HSDM may call for the wages or salary register/vouchers for verification, as and when required in order to ensure payment of correct wages as per law.

47. The vendor should have been registered with the authority concerned of State or Central Government. He is also required to fulfill the conditions Prescribed in Section 66 of Motor Vehicle Act, 1988 for hiring vehicles.
48. No other person except the vendor's authorized representative/driver shall be allowed to enter the office premises.
49. Within the office premises, the vendor's personnel/driver shall not do any private work other than assigned duties.
50. The vendor shall ensure that peace and order is maintained in the office premises by his employees.
51. The vendor or his representative would ensure that all his personnel/driver would behave courteously and decently with the Officers/Officials of the Mission/Department and also ensure good manners.
52. The vendor shall submit copies of the Registration Certificate and comprehensive insurance policies of the vehicles being offered for hire and particulars with photograph of the drivers dedicated to each vehicle.
53. The successful bidder shall be required to produce the vehicle in the office for the physical verification/inspection.
54. The vehicle should carry a designation plate as designed by the Mission/Department for which no separate payment shall be made. The designation plate should be covered when a particular officer is not occupying the vehicle.

55. **TERMS OF PAYMENT:-**

- a. The monthly consolidated bill in triplicate for the no. of vehicles hired will be submitted to the office of the HSDM, within five days of the end of the month along with log book, which shall be got duly verified and signed by the officer-in-charge. Payments will be released by the office of the HSDM after making necessary verification.
- b. Haryana Skill Development Mission, shall release due amount after making recoveries from the penalties imposed during the month if any, subject to deduction of tax at source.

56. **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: -

- 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:** - The contractor has to maintain the timings strictly. The late arrival of the vehicles shall be viewed seriously and a penalty of R Rs.100/- per hour of delay on each occasion, if the reason of late arrival is unsatisfactory;
- 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 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 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.
57. Any violation of above mentioned terms/conditions may lead to termination of the contract without any notice.
 58. All disputes will be settled within the jurisdiction of the Head Quarters of Mission Director HSDM at Panchkula.
 59. The Owner firm/ contractor of the vehicle shall have to execute a contract agreement on Non-Judicial stamp paper worth Rs. 100/- on the prescribed Performa with the concerned office of the Mission Director HSDM who will represent as Principal Employer.
 60. The sealed quotation subscribing 'Hiring of Vehicles' should reach the office by 5:00 PM, 24.06.2022. In case if needed, negotiations will be held immediately after opening of quotations with the interested parties present.

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TECHNICAL BID

(Information is required to be submitted in the following format with adequate supporting proof thereof):-

Sr. No.	Particulars	Status of Submission (Copy enclosed Yes/No)	Page No.	Remarks, if any
1.	Submission of tender fee of Rs.1000/-			
2.	Submission of EMD of Rs.5000/-			
3.	Name, Address & Telephone No. of the vendor (Attach registration certificate)			
4.	Income Tax assessment particulars, Ward/ Circle & PAN/TAN (Attach copy of PAN/TAN)			
5.	Number of Vehicles presently owned along with proof of ownership & lease deed/agreement for vehicles, if any			
6.	Copy of GST registration, if any			
7.	Details of hiring of vehicles done in the past, (Attach copies of work experience for the relevant period from the hiring Govt. Deptt./Govt. Agency/Govt. of India Deptt/ Public Sector Undertaking/ Private Ltd. firms etc.):- a. Name & address of the parties to whom vehicles were given on hire. b. Period for which the vehicles were hired out. c. Number of vehicles given on hire.			
8.	Submission of Performa A/B whichever is applicable			
9.	Whether the vendor has been black listed by any Govt. Office/ Department in last 5 years if yes, details thereof. An affidavit on non-judicial stamp paper of minimum of Rs. 10/- as per Annexure C duly attested by Notary that the bidder should have not been black listed/debarred/convicted during the last three years by any State/Centre Govt. Organization/ Autonomous Organizations.			
10.	Number of vehicles, the vendor is presently bidding for			
	Model of the vehicle	No of vehicles being offered for hire		
a.				
b.				
c.				

16.	Details of year of make and mileage done by the vehicle bided						
	Model of Vehicle		Year of Make		Mileage (in Km) done.		
	Diesel	Petrol	Diesel	Petrol			
i)							
ii)							
11.	<p>The firm/ contractor shall submit the photocopy of the following self-attested documents along with Technical bids.</p> <ul style="list-style-type: none"> • Photo Copy of Valid RC of vehicle • Photo Copy of Valid Insurance Policy of Vehicle. • Photo Copy of Valid pollution certificate of vehicle. • Valid permit to ply vehicle in Haryana, Punjab, Delhi (NCR) Chandigarh (UT). • Duly Stamp & sign terms & Conditions • Photo Copy of Valid Driving License of the Driver. 						
12.	All the pages of tender should be signed by the bidder						

Important Note:-

- i. Complete documents with date and signature of the authorized person and stamp on each page is required to be submitted.**
- ii. An undertaking that we accept all terms and condition of tender unconditionally and will supply the product exactly as per the specifications mentioned in the tender.**
- iii. Page Numbering of the tender should be marked.**
- iv. The documents in respect of information mentioned in Check list submitted in the Technical bid should be filled by giving page No. at which these are attached.**
- v. Concessions/ benefits if any regarding tender fee, EMD, Performance Security Deposit, etc. for any eligible organisation/agency/Haryana based manufacturing Micro and Small Enterprises (MSEs)/Khadi & Village Industries/Units etc. will be as per the "Haryana State Public Procurement Policy for MSME - 2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and further revised notifications for the same. Copy of related documents to be attached.**

Certified that the responses submitted by me against Sr. no. 1 to 12 of the Technical Bid above are true and correct to be best of my knowledge and nothing material has been concealed or falsely stated therein.

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Yours Faithfully,

Seal of the
Tenderer

Signature and Name of the authorized Signatory Designation:
Name of Company (Tenderer)

FINANCIAL BID

(The rates for petrol, diesel and vehicles for different models are to be given separately.)

1. Name, Address & Telephone no. of the bidder (to be signed by the vendor)

Rate Chart per vehicle (inclusive of all taxes except GST)

TYPE OF VEHICLE-

Renova Creta (Petrol/Diesel) registered on or after 01.01.2018 & has not exceeded

100000 km i.e. one lakh km

(Specify the type of vehicle)

Sl. No.	Description	Rate (Rs.) per month
1.	Maximum rate per month for 3000 km per month (Rs.) in figure & words for Diesel	
2.	Maximum rate per month for 3000 km per month (Rs.) in figure & words for Petrol	
3.	Maximum rate for every extra kilometers (as per above) (Rs.) for Diesel	
4.	Maximum rate for every extra kilometers (as per above) (Rs.) for Petrol	

Name & signature of the Authorized signatory with stamp

FINANCIAL BID

(The rates for petrol/ diesel run vehicles for different models are to be given separately)

1. Name, Address & Telephone no. of the bidder i.e. the Applicant Vendor:

Rate Chart per Vehicle (inclusive of all taxes except GST)

TYPE OF VEHICLE:-

Innova Crysta (Petrol/Diesel) registered on or after 01.01.2018 & has not covered 100000 Km i.e. one lakh Km

(Specify the type of vehicle)

Sr. No.	Description	Rate (Rs.) per month
1.	Maximum rate per month for 3000 Km per month (Rs.) in figures & words for Diesel	
2.	Maximum rate per month for 3000 Km per month (Rs.) in figures & words for Petrol	
3.	Maximum rate for every extra Kilometers (as per above) (Rs.) for Diesel	
4.	Maximum rate for every extra Kilometers (as per above) (Rs.) for Petrol	

Name & signature of the Authorized signatory with stamp

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 Shri/Smt. _____

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

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

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

7. Name of Proprietor/Partners/Directors _____
8. Bidder's bank, its address and his current account number _____
9. Permanent Income Tax member, Income Tax circle _____

(Please attach a copy of last income tax return)

10. Particulars of vehicles available with the Bidder:

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

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

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

Date: _____ Name of the Bidder.....

Signature & Seal of the Bidder

**FOR SELF EMPLOYED/INDIVIDUAL BIDDER ONLY
PROFILE**

Passport size
photograph of
bidder/
authorized
signatory

General:

1. Name _____
2. Father's Name _____
3. Address _____
4. PAN No. _____
5. Driving License No. _____
6. Particulars of vehicles available with the Bidder:

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

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

Place: _____ Signature of Bidder/Authorized signatory

Date: _____ Name of the Bidder.....

Signature & Seal of the Bidder

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER MINIMUM OF RS. 10/-

OR

ABOVE RS. 10/- DULY NOTARIZED

I/We, sole proprietor(s)/partner(s)/ authorized signatory of M/s.....sole proprietorship/partnership firm/public/ private limited company, having its principal place of business/ registered office at(Full Address), do hereby solemnly affirm and declare as under:

1. *That I am the sole proprietor of M/s.....

Or

*That ours is partnership firm having partners as under: Full Name of partners: (a)

(b)

(c)

(d)

Or

*That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act, 1956/Companies Act, 2013.

*(*Strike off, which is not applicable. All the partners/ directors or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign the affidavit.)*

2. That I/We hereby confirm and declare:

a. That I/We are fully competent/ duly authorized to sign this affidavit on behalf of my/our firm/company M/s..... for participation in tender subscribed no..... floated by Haryana Skill Development Mission;

b. That my/our firm/company M/s..... has not been blacklisted/ delisted or debarred and convicted by any State or Central Government department/Agency/ Institution of local self-Government/ public sector institution/ company from participating in the tender for last five years;

c. That my/our firm/company M/s..... or any of its Directors/Proprietors have not been convicted by any court of law in India during the past five years;

d. That in case my/our firm/company M/s..... or any of its Directors/ Proprietors is convicted by any court of law in India during the tendering process or during the currency of the contract (if issued), I/we undertake to inform the Haryana Skill Development Mission of the same. Further, we understand that in that case our bid offer/ contract will be treated as automatically terminated without any prior notice;

e. That all the documents/ certificates/ testimonials/ reports etc. enclosed with the tender in question are original/ genuine and up to the mark without any tempering or forging in any way;

3. That I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our tender application are found otherwise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of all Government institutions.

DEPONENT

(Signature of the Proprietor/ Managing Partner(s)/Director with Seal)

Verified at on..... that the contents of paras 1 to 3 and sub-
paras of this affidavit are true and correct and no part of this is false and nothing
material has been concealed or falsely stated therein.

DEPONENT

(Signature of the Proprietor/ Managing Partner(s)/ Director with Seal)

(Signature & Seal of Notary)

DRAFT AGREEMENT FOR HIRING OF VEHICLES

A) This agreement is made on this ___ day of ___ BETWEEN the Haryana Skill Development Mission (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 (Further extendable to three years as per requirement) 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 01.01.2018 as on the date of publication of tender, on rates accepted as described in 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 concerned Govt. Department/ Organization reserves the right to curtail or to extend the validity of contract upto three years on the same rates and terms and conditions at the discretion of the Department as per requirement.
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 license number and copies within one week of the award of the contract.
4. The firm/ Contractor will have to provide the replacement of Driver in case of any eventuality. The Govt. Department/ Organization has the right to ask the

Firm/Contractor for removal of any Driver, who is not found competent or disciplined.

5. In case of breakdown of any vehicle, the firm/ contractor shall replace the breakdown vehicle within one hour failing which (please mention the HOD of the concerned Govt. Department/ Organization or any other officer as 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. There will not be any liability on the concerned Govt. Department/ Organization for violation of such rules.
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. The firm/ contractor shall indemnify the concerned Govt. Department/ Organization against all other damages/charges for which the concerned Govt. Department/ Organization may be held liable or pay on account of the negligence of the firm/ contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The concerned Govt. Department/ Organization shall not be responsible financially or otherwise for any injury to the driver or person deployed by the firm/ contractor during the course of performing the duties.
9. The concerned Govt. Department/ Organization reserves the right to terminate the contract without assigning any reason b giving the notice of 30 days to the firm/contractor.
10. The vehicles provided by the firm/contractor should bear valid registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving License and Badges.
11. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of Haryana.
12. The firm/ contractor shall provide vehicles as per requirement of the concerned Govt. Department/ Organization.
13. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
14. 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 older than 01.01.2018 on the date of tender.
15. 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.
 16. 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.
 17. The dead mileage in any case should not be more than five Kms one way.
 18. No advance payment will be made.
 19. 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.
 20. The firm/ contractor will maintain separate log books for each vehicle which will also be verified/ countersigned by the concerned officer.
 21. 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.
 22. 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.
 23. 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.
 24. The bidder should have valid permit to ply the vehicle in Haryana, Punjab, Delhi, Chandigarh.

B)

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 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.

C) The price quoted is inclusive of all Taxes except GST.

D) **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 Mission Director HSDM. The award of the arbitrator so appointed shall be final and binding on the parties. The entire dispute shall be subject to the jurisdiction at Panchkula (or in any other city) where the office of Mission Director HSDM is located. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the HSDM then entire amount shall be payable by the Mission Director HSDM but where the ex-parte award is announced in favour of the HSDM, the share of the opposite party shall from part of claim and shall be recoverable from the said party."

E) Jurisdiction:- All disputes will be settled within the jurisdiction of the Haryana Skill Development Mission at Panchkula.

F) That the firm/ contractor agree to all the terms & conditions as contained in Tender Form.

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

1. Witness

Name: _____

Address _____

**Signature of the Contractor
(With Seal)**

2. Witness

Name: _____

Address: _____

For and on behalf of the Mission Director HSDM (With seal)

1. Witness

Name: _____

Address : _____

2. Witness

Name: _____

Address: _____