

# Tender Document

For Hiring of Inspection vehicle for 2023-24



SUPREME AUDIT INSTITUTION OF INDIA  
लोकहितार्थ सत्यनिष्ठा  
Dedicated to Truth in Public Interest

**Principal Accountant General (A&E) Haryana**

Plot No. 4 & 5, Sector-33B, Chandigarh-160020

<https://cag.gov.in/ae/haryana/en>



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3075207  
Dated/दिनांक : 07-02-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-03-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-03-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Indian Audit And Accounts Department
Organisation Name/संगठन का नाम	Office Of Accountant General A And E Ut Chandigarh
Office Name/कार्यालय का नाम	Pag Ae Haryana
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2000 km x 320 hours; Local 24*7
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
RCM Applicable/लागू आरसीएम	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Sr. Accounts Officer  
PAG A and E Haryana, Lekha Bhawan Plot No 4 and 5 sector 33 B Chandigarh  
(Avnish Kumar)

#### Splitting/विभाजन

Bid splitting not applied.

#### MII Compliance

MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

### **Section 9(3) Of GST/जीएसटी की धारा 9(3)।**

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

### **Additional Qualification/Data Required**

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):3**

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):3**

**Minimum years (up to 5 years) of experience in related field:3**

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:5**

**Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:2**

**Geographic Presence in States:AS PER CLAUSE OF TENDER**

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::13**

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen packageNIL**

**Scope of Work:[1675761699.pdf](https://www.mca.gov.in/LinkClick.aspx?linkid=1675761699)**

**Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2000 Km X 320 Hours; Local 24\*7 ( 3 )**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz

Specification	Values
Usage Variant	2000 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2021
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
<b>Addon(s)</b>	
Outstation night charges applicable	No

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable /लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	5%	1%	Yes

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement
1	Avnish Kumar	160020,PLOT NO. 4 & 5 SECTOR-33B CHANDIGARH	3	<ul style="list-style-type: none"> <li>Duration in Months : 12</li> </ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address O/o PAG (A AND E) HARYANA LEKHA BHAWAN PLOT NO 4 AND 5 SECTOR 33 B CHANDIGARH -160020.

## 3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of PAO O/o AG ( A&E) PUNJAB payable at CHANDIGARH.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of PAO O/o AG ( A&E) PUNJAB payable at CHANDIGARH.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 6. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 7. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

## 8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. NO OUTSTATION CHARGES WILL BE PAID, ONLY NIGHT CHARGES WILL BE PAYABLE @ RS 300/- PER NIGHT **AND WILL BE APPLICABLE ONLY WHEN VEHICLE GOES I) OUT OF STATION AND THE DUTY HOURS ENDS BETWEEN 10:30 PM AND 06:00 AM OR II) OUT OF STATION LOCATION AND STAY THERE.**

**2. THE VEHICLES SHOULD BE ENABLE WITH GPS/VEHICLE TRACKING DEVICE.**

**3. THE NUMBER OF VEHICLES HIRED WILL VARY DEPENDING UPON THE OFFICERS AVAILABLE IN THE OFFICE AND SANCTION RECEIVED FROM THE HEADQUARTER.**

**4. IF ANY SAVING OF KILOMETERS IS REPORTED IN ANY SPECIFIC MONTH (OVER AND ABOVE 2000 KMS) THE SPECIFIC SAVING OF KILOMETERS WILL BE CARRIED FORWARD TO NEUTRALIZE THE EXCESS KILOMETERS IN SUCCESSIVE MONTHS LIMITED TO 24000 KILOMETERS PER ANNUM PER VEHICLE. FINAL SETTLEMENT WILL BE MADE AFTER COMPLETION OF FINANCIAL YEAR.**

**5. FINANCIAL BID OF ONLY THOSE VENDOR WILL BE OPENED WHO WILL FULFIL THE MINIMUM QUALIFICATION CRITERIA.**

10. **Generic**

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

11. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

12. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

13. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

14. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

15. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of PAO O/o AG (A & E) PUNJAB payable at CHANDIGARH. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of PAO O/o AG (A & E) PUNJAB A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

17. **Service & Support**

The Service Provider must own 20% of the bid quantity of vehicles in Service Provider's name or in the

name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

#### 18. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.



In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E) HARYANA**  
**PLOT NO. 4&5, SECTOR 33-B, CHANDIGARH-160020**

**Tender No. CRT/Vehicle/2022-23/830**

**NOTICE INVITING TENDER**

On behalf of the President of India, office of the Principal Accountant General (A&E) Haryana, Plot No. 4 & 5, Sector 33B, Chandigarh invites tenders for hiring three vehicles i.e. Maruti CIAZ (Petrol) only for the operational use of O/o The Principal Accountant General (A&E) Haryana, Chandigarh.

**Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousands Only) in form of demand draft will be payable along with bid document. Demand draft will be made in favour of PAO, O/o the Accountant General (A&E) Punjab, Chandigarh.**

The tender documents along with the instructions and terms & conditions are available on GeM portal, [www.eprocure.gov.in/epublish](http://www.eprocure.gov.in/epublish) and [www.aghry.nic.in](http://www.aghry.nic.in) The prospective bidders are advised to check the eligibility criteria thoroughly before applying for the Tender.

The decision upon the bids received shall be communicated to the bidders through email only. This office reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reasons. The decision of the Principal Accountant General (A&E) Haryana, Chandigarh in this regard shall be final and binding on all.

Sd/- .

**Sr. Deputy Accountant General (Admn)**

## Terms & Conditions

### **The following shall be the terms and conditions:**

1. The agreement shall be effective for a period of one year i.e. from 01.04.2023 to 31.03.2024.
2. The Vendor should have office in Tricity (i.e. Chandigarh/Mohali/Panchkula).
3. All expenses towards repairs, maintenance and driver's salary shall be borne by the Agency.
4. The bill will be submitted on monthly basis.
5. A log book shall be maintained by the Agency and verified by the official of this office.
6. The Agency should have its own bank account. Certified copy of the account maintenance for the last One year issued by the Bank shall be enclosed.
7. Copy of PAN card shall be attached with the bid document.
8. The Agency should be registered with GST. Copy of GST registration shall be attached with the bid document.
9. Self certificate that the agency has not been declared blacklisted by any Central Government Department/State Government/PSUs or Banks etc; should be attached with the bid document.
10. The bidder should deposit Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousands Only) in form of demand draft in favour of PAO, Office of the **Accountant General (A&E) Punjab, payable at Chandigarh**. The bid without EMD shall be rejected and no correspondence will be entertained in this matter.
11. Successful bidder need to deposit 10% e-PBG of contract value within 15 days after getting work awarded. EMD for the successful bidder will be returned after receiving of performance guarantee and will be refunded after successful completion of contract.
12. The successful contractor will furnish an agreement separately on judicial paper of Rs. 20/- within one month after getting work awarded which shall be binding for a period initially up to 31.03.2024. Non submission of the agreement will lead to stoppage of next payment.
13. The Earnest Money Deposit (EMD) shall be forfeited, if
  - (a) A bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form
  - (b) Or in case of a successful Bidder, if the Bidder fails to sign the contract.

- (c) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
  - (d) Fails or refuses to honor his own quoted prices for the services or part thereof.
  - (e) In such case, the bidder is also liable to be debarred from future tendering.
14. That the vehicles to be provided by the Agency shall be new ones i.e. date of purchase of Vehicle should be 01.01.2021 or higher.
  15. Agency will provide the vehicles and it will be the responsibility of the Agency to make alternate arrangements, if for some reasons vehicles/drivers are not available (including break down of the vehicles, maintenance of the vehicle etc.) at no extra cost.
  16. If no alternate arrangement for available vehicle is made then the department will make own arrangement and the expense will be deducted from the bill of the agency of next month at the rate as charged by the hired vehicle.
  17. All responsibilities towards maintenance and other risks and liabilities related to the vehicles will of the Agency.
  18. Vehicles supplied should be fitted with all modern features.
  19. The vehicles will be required to run anywhere within the Tri-city (Chandigarh, Mohali, Panchkula) including journeys outside the Tri-city if required.
  20. In order to ensure day to day functionality of hirer, once hirer, service provider shall not keep changing or rotating vehicles and drivers except if the hirer so indicates in the case of eventuality or unsuitability.
  21. The vehicles will have to be fitted/provided with the following additional accessories/utilities:
    - a. Clean seat covers
    - b. Quality radio music system
    - c. Umbrella during monsoon.
    - d. Sanitizer and car freshener.
  22. Agency will ensure safety belts are available in good working condition for all passengers and driver seats. They will also comply with all the safety rules and regulation as presented by the Government Departments/Competent Authorities from time to time.
  23. Agency shall ensure that the vehicles are insured properly and all other statutory dues are paid in time and you shall comply with motor vehicle Act/Rules/Other Statutory requirements. The office of the Principal Accountant General (A&E) Haryana will not be responsible for the same. Any lapse on part of the Agency will be duly

compensated by them only to the use of the vehicles as per their entitlement.

24. The agency will comply with all labor law in force and all liabilities in this connection will be of the service provider.
25. The driver provided by the Agency should fulfill the following conditions:
  - a. Should be in possession of a valid driving license issued by Competent Authority.
  - b. Should not smoke; chew Pan/Pan masala/Tobacco.
  - c. Should not indulge in any activity inimical to security of the officers travelling in his car.
  - d. Should comply as per code of conduct for driver as per the tender.
26. If the driver's behavior is found objectionable, Agency shall replace him with a new driver within 24 hours. If Agency is unable to do the same, penalty of Rs.2000/- per day will be levied.
27. The drivers should be available whenever required; they will be given two days off in a month at the discretion of the officer in charge.
28. The driver should have mobile phone for two-way communication and should be able to understand English and Hindi.
29. The Agency will be responsible for payment of Challans, if any, made by the Police/Motor Vehicle Department for any offence committed by the drivers or the Agency.
30. The vehicles along with the drivers should be available to the department round the clock. Vehicles will be parked in the custody of the department after duty hours.
31. The night charges will be payable @ Rs.300/- per night and will be applicable only when vehicle goes i) out of station and the duty hours ends between 10:30 pm and 06:00 am or ii) out of station location and stay there.
32. Toll taxes/parking paid during the travel will be refunded on submission of the slip along with the monthly bill.
33. The agreement may be terminated by the Department, if the services are not found satisfactory without notice.
34. The agreement is revocable by either party at a notice of 30 days, however Agency will be liable to continue the services until an alternate arrangement is made or 30 days after the expiry of notice period; whichever is earlier.
35. During the period of the contract the vehicles shall be at the exclusive disposal of the Department.

36. The vehicles provided by the Agency will be authorized vehicles to be given to the department and any lapse in this issue will be the responsibility of the Agency.
37. If for any reasons such as maintenance or repairs, the vehicles are not available to the department on any particular day, the department will be at liberty to hire the vehicles from the market and the charges would be debited to the bill of the Agency.
38. If any saving of kilometers is reported in any specific month (over and above 2000 Kms) the specific saving of kilometers will be carried forward to neutralize the excess kilometers in successive months limited to 24000 kilometers per annum per vehicle. Final settlement will be made after completion of financial year.
39. In excess to the Kilometer travelled during the year the payment of excess KM will be done at the rate of Rs 13/- per KM.
40. Monthly Bill to be submitted before 5<sup>th</sup> of every month and payment to driver shall be only responsibility of the agency to pay salary to the driver on time irrespective of claim settlement of monthly bill.
41. For deployment of drivers through outsourcing agency, the Agency (2<sup>nd</sup> party) shall be liable to pay minimum wages to the drivers as per Chandigarh Administration's rate (D.C. Rate) as the case may be and EPF and ESIC accordingly. Enhanced rate will be paid as per notification/order. Contractor is liable to comply with the minimum wages Act. The contractor shall make regular and full payment of labour charges, salaries and other payments as due, as per the labour laws to its personnel deputed under services contract by means of account payee cheque or credit the salaries to their respective bank accounts and furnish necessary proofs whenever required.
42. The department will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The department recognizes no employer-employee relationship between the department and the personnel deployed by the service provider. The department shall not be responsible financially or otherwise for any injury/loss to the vehicle or driver or person deployed by the service provider during the course of hire.
43. In case of any accident, any and all the claims and damages arising there from shall be met by the service provider.
44. The service provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service

provider or his staff or any 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.

45. In case of breach of any of the terms and conditions mentioned above, the competent authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Department in the event and Security Deposit in the form of EMD shall be uncashed.
46. If more than one bidder quotes the lowest rate, as per guidelines in GEM portal the buyer shall have two options for placement of Contract: a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system or (b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.
47. The Sr. Deputy Accountant General (Admn.), office of the Principal Accountant General (A&E), Haryana, Chandigarh reserves the right to require fulfillment of other conditions, not expressly mentioned which are consistent with use of vehicles on hire with this office, and to reject any or all tenders without assigning any reason there for.
48. In case, of dispute, the decision of the Sr. Deputy Accountant General (Admn.), office of the Principal Accountant General (A&E), Haryana, Chandigarh shall be final and binding.

## **CODE OF CONDUCT FOR DRIVERS**

1. The drivers will be in proper uniform.
2. The drivers will be neat and clean with proper turnout.
3. They will report for duty at the specified time given by the officer.
4. The Agency must also ensure that all the necessary documents (Registration Certificate, Valid Insurance, Pollution Certificate etc) are available with the driver deployed for duty.
5. Drivers will keep the vehicle neat and clean before the commencement of the duty and carry out daily inspection of the same.
6. The drivers shall have a mobile phone with two way conversation facility available. But they will not use the phone while driving and in the presence of the officer unless they are instructed to do so.
7. They will open/close the door of the car when officer is getting in/out of the car.
8. The drivers shall be well versed with routes and locations in Tri-city and they will maintain daily log book of the vehicles.
9. They will maintain repair/defect register for the car.
10. They will take permission from the officer to take the car to workshop, if required.
11. The drivers will not leave the vehicles unattended in public place.
12. They will not remain absent from duty without prior permission of the officer.
13. They will be responsible for maintaining all the necessary documents required by the Registering Authority/Traffic Police in the vehicles.
14. They shall strictly follow all the traffic rules and regulation and never over speed, besides the car will be parked in the area earmarked for the same.

### **Documents to be submitted**

Documents to be provided by the vendor along with the technical bid.

1. GST Copy.
2. PAN copy (if available).
3. RC Copy of all the vehicles or undertaking for providing vehicle.
4. Driving license of Drivers.
5. EMD (Earnest Money Deposit).
6. Past experience.
7. Office Address.
8. Detail of fleet of car if available.



**ANNEXURE-I**

(To be submitted on the Agency's letterhead)

Name and address of the agency	
Name and address of the owner	
PAN and Service tax number (copies to be annexed)	
Detail of previous experience last 03 years in Govt Department/ PSU/Private sector (if any)	
Detail of Average turnover (last 03 year i.e. 2019-20,2020-21 and 2021-22)	
Details of vehicle (make, fuel type, year of purchase and registration number.	
Whether blacklisted by any Central/State Govt/ PSU etc.	
Detail of Earnest Money Deposit	

Signature of the Owner/Authorized Signatory :

Full Name of the Signatory :

Name of the Owner :

Phone No. Landline (if available) :

Mobile Number :

Email ID :

Date :

**DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that incase any deviation is found in the above statement at *any* stage; the company/agency/owner/contractor will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)