

Haryana Livestock Development Board
Pashudhan Bhawan
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**RATE CONTRACT (FOR 1 YEAR) FOR PROCUREMENT OF SERVICES-
OUT-SOURCING OF VEHICLES IN VARIOUS OFFICES OF THE SEMEN
BANK OFFICERS OF HAYRANA LIVESTOCK DEVELOPMENT BOARD.**

TENDER NO: HLDB/Out Sourcing of Vehicles/2023-24/16

Subject:- Arranging Rate Contract for 1 year (Further Extendable to 1 year) for Procurement of Services- Outsourcing of Vehicles in various offices of the Semen Bank Officers in the State of Haryana through online tenders are invited in two stages bid system i.e. Technical bid and Financial Bid as per details given below in Schedule-A/DNIT.

SCHEDULE-A/DNIT

Sr. No.	PARTICULARS	REMARKS
1	Tender Notice No.	16/2023-24
2	Superscribed No. of Tender.	HLDB/Out Sourcing of Vehicles/2023-24/16
3	Online Bid Preparation & submission.	24.07.2023 to 08.08.2023 upto 2:00 PM
4	Date & time of opening of Technical Bids/s	08.08.2023 at 2.30 PM
5	Date & time of opening of Financial Bids/s	To be decided after processing the Technical bids
6	Tender Fee:	
	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible 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	NIL
	(II) For remaining bidders both from the Haryana and Non Haryana	Rs. 5000/-
7	Earnest Money Deposit (EMD) required:	
	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible 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	NIL
	(II) Central or Haryana Public Sector Enterprises and “approved sources” as declared by the Industries Department, Haryana	NIL
	(III) For remaining bidders both from the Haryana and Non Haryana	Rs. 5000/-
8	E-Service Fee	Rs. 1000/-
9	Rates to be kept valid for acceptance upto:	120 days from the opening of Financial bid

A. Information to Bidders:

1. The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in>
2. **Instructions to bidders on Electronic Tendering System:-**
 - i. **Registration of bidders on e-Procurement Portal:-**

Detailed instructions may be seen under “Help for Contractors” option available on Home Page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in>.
 - ii. **Information about Digital Certificate:-**

Detailed instructions may be seen under “Information about DSC” option available on Home Page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
 - iii. **Instruction about Online Payment of Tender Document Fee/e-Service Fee/Earnest Money:**

Bidders have to pay Earnest Money Deposit (EMD), tender Document fees & e-Service Fees online only as applicable. For detailed instructions refer to FAQ for Online Payment available at Home page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
 - iv. **Important Instructions & Help manual for online bidding:**

Detailed instructions may be seen under “ Bidders Manual Kit” option available on Home page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in>.
 - v. **Other General issues:**

Solutions of general queries may be seen under “FAQ” option available on Home Page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in> .
1. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
2. Intending bidders will be mandatorily required to sign-up online (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. In case the intended bidder fails to pay Tender Fee, e-Service Fee and EMD Fee (combined together) under the stipulated time frame, he/she shall not be allowed to submit his/ her bids for the respective event/ Tenders.
3. In case of payment of Tender Fee, e-Service Fee and EMD Fee through RTGS/ NEFT, the interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. on or before **07.05.2023** and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Tenders at <https://etenders.hry.nic.in>
4. However, the details of the EMD, Tender document Fee & E – Service Fee are required to be filled/ provided at the time of online Bid Preparation.
5. Online Technical Envelope—Reference details of the Earnest Money Deposit, Tender Document Fee & e - Service Fee instrument and scanned copies of supporting documents and QR/technical criteria with proper index and page numbering on all the documents have to be provided as per **Annexure-IA** of this document.
6. If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.
7. Any CORRIGENDUM regarding above mentioned e tenders will be uploaded on NIC Portal:- <https://etenders.hry.nic.in>. No separate advertisement for any Corrigendum in Newspapers shall be given.
8. The Managing Director of HLDB reserves the right to cancel/reject/withdraw in full or any part of this e tender of any bidder without any reason.

**B. Brief Description of 1 year Rate Contract (Further Extendable to 1 year) for Procurement of Services-
Out Sourcing of Vehicles required for carriage of LN2 Gas and Semen Straws/Doses etc. :**

Sr. No.	Description of Services	Name of indenting Office and its jurisdiction	Type of Vehicle	Quantity (May be increased or decreased depending on the requirement)	EMD to be submitted
1	Out Sourcing of Vehicles for Haryana Livestock Development Board at Semen Bank Offices for the carriage/ supply of LN2 Gas and Semen Doses etc.	1. SBO, Jind viz (Sonipat/ Jind) 2. SBO, Rohtak viz (Jhajjar/Rohtak) 3. SBO, Bhiwani viz (Bhiwani/ Ch. Dadari) 4. SBO, Hisar viz (Hisar/GLF sector iii) 5. SBO, Karnal viz (Karnal and Panipat) 6. SBO, Pehowa viz (Kaithal, Kurukshetra and Pehowa) 7. SBO, Narnaul viz (Mahendergarh and Rewari)	Mahindra Pickup, Bolero Pickup or its equivalent	7 (i.e. 01 for each SBO)	Rs. 5000/- for All Semen Banks

Note:- Name of the Districts where the bidder will provide services.

C. Eligibility Criteria:-

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, TIN Number, PAN Number and Service Tax Registration Number from the competent authority as applicable.**
2. **The bidder should own or have on lease sufficient vehicles of model not older than 07 years (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 2 Lakh kilometers.**
Attach the proof of ownership of the vehicles and lease deed/agreement for the vehicles, if any.
3. The concerned bidders should have its own EPF, ESI and Service Tax Number. Attach copies of EPF, ESI and 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 EPF, ESI and Service Tax registration before allotment of the work. The bidders are required to give their profile as per

Performa –A of this document as applicable. Individual bidders/self employed bidders need not to submit these documents. However for individual bidders submission of **Performa-B** is mandatory. As per Govt. norms.

D. Scope of Work of the Services:-

- The participating bidders in the tender will be required to provide various types of vehicles along with drivers as per the requirement of various Semen Bank Officers, HLDB to be used for the supply / carriage of LN2 Gas and Semen Straws stored in liquid Nitrogen container from Semen Bank to Government Veterinary Institutions 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 one Semen Bank or for more than one Semen Banks.** In those case where bidder does not apply for a particular Semen Bank Offices, he has to quote zero rate for that particular Semen Bank Office.
- 1500 Km per month will be the minimum coverage milage for each Semen Bank Office i.e. each Semen Bank Officer will make payment **for minimum 1500 KM per month.**
- All Bidders are informed that the rates are to be quoted as per Kilometer in the BOQ.

(सभी निविदाकर्ताओं को सूचित किया जाता है कि **BOQ (price Bid)** में गाड़ी का रेट प्रति कि०मी० की दर से भरें।

E. Specific Terms & Condition related to above Procurement of Services:-

1. **Rates:-**

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.
2. The Toll Tax and Parking Fee as applicable from time to time shall be paid extra by the concerned Semen Bank Officer on the production of **actual deposit receipt** to the concerned authority.
3. The Passenger Tax, Road Tax/ Token Tax, Municipality Tax as applicable from time to time shall be paid by the bidder firm/ contractor.
4. The bidder has to quote the rates per Kms in the financial bid.
5. The rates quoted should be inclusive of GST.
6. The rates shall remain firm during the contract period. No escalation or price variation or any other extra payment whatsoever and on any account shall be made/ allowed irrespective of any fluctuation in prices/ taxes or labor/ material or even in wages of the drivers etc.

Payment terms/ mode:-

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. 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.
3. 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.

2. 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.

a. CONTRACT PERIOD:-

The Contract shall remain in force for a period of One Year from the date of start of the work. However, The Managing Director, HLDB Reserves the right to extend the period of the contract for another ONE YEAR on the same rates, terms & conditions with mutual agreement/ consent.

b. TERMINATION OF CONTRACT:-

The Managing Director, HLDB reserves the right to terminate the contract at any time or at any stage during the period of contract by giving 24 Hrs notice without assigning any reason.

c. MAINTENANCE OF LOG BOOK:-

The log book will be maintained by the driver and the same shall be filled and verified by the concerned Semen Bank Officer, HLDB for using the vehicle.

F. DUTIES & RESPONSIBILITIES OF THE FIRM/ CONTRACTOR (General):-

1. The firm/Contractor/Vendor to whom the work is awarded will have to provide the vehicle as per Rate Contract issued by Managing Director, HLDB within 7 days of issue of Request / Requirement from the Semen Bank Officer concerned/ Specific date to provide the Vehicle as mentioned in the supply order.
2. **Documentation: -**
The firm/ contractor shall submit the photocopy of the following self attested documents along with Technical bids.
 1. Photo Copy of Valid RC of vehicle
 2. Photo Copy of Valid Insurance Policy of Vehicle.
 3. Photo Copy of Valid pollution certificate of vehicle.
 4. Valid permit to ply vehicle in Haryana, Punjab, Delhi (NCR) Chandigarh (UT).
 5. Duly Stamp & sign terms & Conditions
 6. Photo Copy of Valid Driving License of the Driver.
3. If the firm/ contractor fails to provide the vehicle within the stipulated period OR his services are found to be unsatisfactory at any stage; the concerned Semen Bank Officer will be entitled at its option:-
 - i. EITHER to cover the damages of non execution/delay and to get the same executed from some other source(s) at his risk and cost besides intimating the Managing Director HLDB for taking action as per the conditions of the Rate Contract which includes Blacklisting of the firm and forfeiting the Performance Security Deposit. OR;
 - ii. To get the work completed departmentally OR through any other agency purely at the risk and cost of the first contractor. In that case no payment is liable to be made for the work

already done besides intimating to the Managing Director, HLDB for taking action as per the conditions of the Rate Contract which includes Blacklisting of the firm and forfeiting the Performance Security Deposit.

- iii. To take the legal remedies.
4. The contractor shall be responsible for all the risks involving liabilities and obligations arising out of this contract and under pay provision of law in force from time to time.
5. The vehicle shall be provided with safety belt, steppney, tools spares and consumable, while travelling, by the owner of the vehicle without any extra charge.
6. During the period of this contract the vehicle shall be at the exclusive disposal of the concerned Semen Bank Officer/ Managing Director, HLDB.
7. Tempering of the meter shall be viewed seriously. In case it is noticed that the meter of the vehicle is mal-functioning and showing extra mileage, then actual difference shall be recovered on prorata basis for the entire period for the calendar month during which the vehicle has actually run. It will be obligatory on the part of the vehicle owner to get the mileage checked by the controlling officer in the beginning of the calendar month and get it recorded in the logbook.
8. The driver should have a mobile phone for two way communication with outgoing facility.
9. 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.
10. All the drivers deployed by the firm/ contractor of the vehicle shall be issued proper laminated card to the personnel deployed who shall prominently display their identify cards while on duty and should be dressed properly (In proper uniform).
11. In the event of theft, loss, accident or any dispute with any local Govt. Authority, concerned Semen Bank Officer will not be responsible and vehicle owner firm/ contractor will settle the claim himself at his risk and cost. The vehicle provided by the firm/ contractor will be an authorized vehicle to be provided to concerned Semen Bank Office/ Managing Director, HLDB and any lapse on this issue will be the responsibility of the service provider.
12. All the drivers 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 2 years on the date of deployment of driver on the vehicle in Government Department/ Agency/HLDB.
13. The firm/ contractor will be duty bound to make available the vehicle to the concerned Semen Bank Officer, HLDB office/ officer even in the case of Law & Order problem or any unforeseen emergency situations.

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

- i. The drivers deputed with the vehicles should be of good character and antecedents, well behaved and neatly dressed and should be in possession of appropriate valid Driving License. The present and permanent address including a copy of the License and other documents of each driver along with all requisite documents of each vehicle shall be submitted by the firm/ contractor to the concerned Semen Bank Officer before the work is taken in hand.
- ii. Misbehavior by the Driver and not parking of the vehicle at the assigned place or not obeying the instructions of Concerned Semen Bank Officer, will be viewed very seriously and the concerned office reserves the right to impose any penalty as may be deemed fit in such cases, which will be recovered from the contractor from his monthly bills. In case it is found that the driver attached to the vehicle is causing any nuisance and is not suitable, the firm/ contractor will have to terminate/replace the driver immediately on the instructions of the Concerned Officer and the terminated driver shall not be taken back on duty at any stage without the prior permission of Concerned Semen Bank Officer.

- iii. Any person/driver engaged for rendering the services under this contract shall be the employee of the contractor for all purposes intent and shall have no claim/right on the concerned Semen Bank Officer. The contractor will keep the concerned Semen Bank Officer and its officers indemnified from and against any claim/liability by any such person. The firm/ contractor shall obtain an undertaking on Non-Judicial Stamp Paper of proper value duly signed and witnessed by him (firm/ contractor) under his seal from the individual driver that he/ they will not claim any employment from concerned Semen Bank Officer and all the dispute will be settled by their contractor who has engaged them.
- iv. Driver shall make his own arrangements for going to or coming from his residence. In case the owner of the vehicle engages the services of hired driver then he shall ensure to the satisfaction of concerned Semen Bank Officer or its relevant office that the driver will be paid the minimum wages as applicable to the skilled drivers in the State of Haryana by the owner of the vehicle. All type of responsibility/liability regarding the engagement of Driver will be borne by the Contractor.
- v. The deployed driver shall keep all valid license and up to date tax payment certificate/receipt, pollution control certificate Comprehensive Insurance and any other tax payment clearance up to date in his custody.

H. Insurance:

- i. The vehicles deputed will have comprehensive insurance cover inclusive of the driver and other passengers and the concerned Semen Bank Officer shall not be responsible for any damage, whatsoever, to the vehicle or its driver/passengers or third party. As such the adequate insurance of appropriate value should be arranged to cover the risk of injuries/death of the driver/passengers
- ii. 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 Semen Bank Officer, HLDB is not liable to meet such expenses. The firm/ contractor shall obtain all the necessary permits from the RTO or any Govt. or Municipality or any other Authority that may be required in connection with the hiring of vehicle(s) at his cost. The firm/ contractor shall, however, indemnify the concerned Govt. Department/ Organization from any claim, whatsoever from Statutory Authorities.
- iii. The firm/ contractor shall have to obtain necessary gate/ permission passes for the vehicles as well as for the drivers for entering into the Restricted Area as notified by the concerned authorities. In case of any vehicle is found moving in the restricted area without any gate/ permission pass, a penalty if any imposed by the concerned authority shall be borne by the firm/ contractor.

I. 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.
- viii. The competent authority who can levy the above mentioned penalties/ deduction will be the officer/ office with whom the concerned vehicle is attached.
- ix. The vehicles shall be kept at the disposal of respective office/ officer as designated by the concerned Semen Bank Officer, HLDB.
- x. 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 Managing Director, HLDB and its officers indemnified against any breach or default.
- xi. The time to time maintenance of vehicles including all spares, consumables and lubricants will be the responsibility of the contractor.
- xii. The Concerned Semen Bank Officer, HLDB 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.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. 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 Semen Bank Officer, HLDB.

- xvii. The first Aid Box with necessary medicines shall be provided in each vehicle by the firm/ contractor at his own cost.
- xviii. The vehicle shall be utilized as per requirement of concerned Semen Bank Officer, HLDB for local as well as out station. The vehicle shall remain in concerned office/ officer premises or as per instructions of concerned Semen Bank Officer, HLDB beyond duty hrs.

J. Indemnification:- The firm/ contractor shall furnish an under taking on Non Judicial Stamp Paper of appropriate value to the effect that he shall comply with all the Acts, Laws or Regulations as may be applicable with regard to performance of work, including but not limited to the Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, ID Act, Shops and Establishment Act, Factory Act, Workmen Compensation Act etc. from time to time and take such steps as may be directly responsible for any dispute arising between him and his drivers/workers and keep the concerned Semen Bank Officer, HLDB indemnified against all losses, damages and claims arising there from. Further he (the firm/ contractor) shall pay minimum wages as prescribed by the State/Central Govt. to all his operating crew and shall be responsible for fulfilling the requirements of all statutory provisions of all the aforesaid Acts including Employees Provident Fund Motor Vehicle Act, Bonus Act, Gratuity Act and other industrial enactments at his own risk and cost in respect of all the drivers/staff employed by him. If due to any reason, whatsoever, the concerned Semen Bank Officer, HLDB is made liable, It shall be recovered by the concerned Semen Bank Officer, HLDB from any pending dues of the contractor. In case the pending dues are less than the liability, then the balance shall be deposited by him (the firm/ contractor).

K. Contract Agreement:- The Owner firm/ contractor of the vehicle shall have to execute a contract agreement on Non-Judicial stamp paper worth Rs. 15/- on the prescribed Performa (**Performa-B**) with the concerned office of the Semen Bank Officer, HLDB who will represent as Principal Employer.

i. EMD:-

The firms/bidder/contractor are required to deposit Earnest Money as indicated on page No. **2 and 4**

ii. Performance Security:-

The successful tenderer/bidder/firm/contractor shall be required to deposit Performance Security Deposit @ **3%** 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*). 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 Managing Director, HLDB.

iii. Price Fall Clause:-

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, 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 Officer/ 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.

iv. Negotiation of Rates:-

Regarding negotiations of rates quoted by various bidders/firms/contractors, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013 , G.O. No.2/2/2010-4-IB-II dated 16.06.2014, G.O. No.2/2/2010-4-IB-II dated 09.02.2015 will be applicable. The policy guidelines are available at [https:// haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in) on home page under section as Tender Forms.”

v. Cartel formation: In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums.

vi. Purchase Preferences for approved Sources:-

The Managing Director, HLDB reserves the right to allow purchase preference to the approved sources, including Central or Haryana State Public Sector Undertakings/Enterprises, provided that such approved source takes part in the bidding process and the quoted prices of the approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price. The latest list of Approved Source is contained in Government Order no. 6/03/2007-4IB-II dated: 14-02-2008 of the Industries Department and is subject to further amendment from time to time.

vii. Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms:

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016. All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their As per NIT/ Not as per NIT status. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

viii. Arbitration Clause:-

The Arbitration if any will be decided as per the provision contained at in the “Schedule ‘B’ Conditions of Contract”

ix. Jurisdiction:-

All disputes will be settled within the jurisdiction of the Head Quarters of Managing Director, HLDB at Panchkula.

L. OTHER TERMS AND CONDITIONS:

- i. The firms are required to mention bifurcation of their rates showing the detail of basic rates, exciseduty, sales tax etc. in their bid. In case, the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of taxes/duties ON THE CONTRACTED ITEM, no such increase will be allowed. However, if

there has been any reduction in taxes/duties, the same will be availed. No variation in taxes/duties on raw material will be applicable.

- ii. All documents to be submitted by the tenderers with their offer should be self attested in case the same are copies of original documents.
- iii. The Earnest money of the tenderers will be forfeited to HLDB account and blacklisting/debarring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
- iv. The authorized dealer should submit authority letter of their manufacturer, to quote the rates on their behalf failing which tender is liable to be rejected.
- v. When manufacturer as well as its dealer/s both quote the rates in the same purchase case, then for the purpose of distribution of order, they will be considered as one offer & the order/rate contract will be placed on that firm only which has quoted lower rates among such offers & the offer is as per NIT.
- vi. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://haryanaeprocurement.gov.in>. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical bid. However, the firms have option to submit the supporting documents as required to be supported along with Technical Bid either in on-line mode along with their Technical Bids or in offline mode in physical form to the office of Managing Director, HLDB by due date and time. In case supporting documents are to be supplied in physical mode, then it should be so specified in their Technical Bid and the supporting document must be deposited in the office of Managing Director, HLDB before the due date & time of opening of Technical Bids.
- vii. The Financial bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids. The date & time of opening of the Financial bids will be intimated in the due course.
- viii. The offer without prescribed earnest Money, tender Fee & E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by Managing Director, HLDB Panchkula

Managing Director,
Haryana Livestock Development Board
Panchkula

ANNEXURE-I

The detailed Specifications of the Procurement of Service- Outsourcing of vehicles as mentioned in Para B of the Schedule-A/NIT are as under:-

Sr. No.	Description of Services	Name of Indenting Officer	Type of vehicle	Quantity
1.	Out Sourcing	Semen Bank Officer, Jind	Mahindra Pickup, Bolero or its equivalent	01
2.	Out Sourcing	Semen Bank Officer, Rohtak	-Do-	01
3.	Out Sourcing	Semen Bank Offer, Bhiwani	-Do-	01
4.	Out Sourcing	Semen Bank Officer, Hisar	-Do-	01
5.	Out Sourcing	Semen Bank Officer, Karnal	-Do-	01
6.	Out Sourcing	Semen Bank Officer, Pehowa	-Do-	01
7.	Out Sourcing	Semen Bank Officer, Narnaul	-Do-	01

Annexure-IA

The Technical Bids should contain detailed information on the following:-

Sr. No.	Name of the Documents	Status of Submission (Copy enclosed Yes/No)	Page Number from ____ to ____ as per numbering given to the Technical bid documents uploaded on the portal
1	Submission of online payment i.e. Earnest money deposit, Tender document fee & e-service fee and scanned copies of sporting documents		
2	GST registration Certificate if applicable		
3	Copy of PAN/ TAN Certificate		
4	Submission of Proforma A/B whichever is applicable		
5.	The quoting bidders/firms/contractors/vendors will attach the copies of EPF/ ESI / Service Tax No. issued by the Competent Authority if applicable . In case the same is not available as on date, to submit at Affidavit on Legal Paper for the allotment of EPF/ESI/Service Tax Registration before the allotment of work.		
6.	The firm/ contractor shall submit the photocopy of the following self attested documents along with Technical bids. <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. 		
7.	An affidavit on non judicial stamp paper of minimum of Rs. 10/- as per Annexure-R 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 Organisations.		
8.	Photo copy of ID proof of the owner/MD/Proprietor		
9.	All the documents submitted by the bidder as part of its Technical bid are attested by the signing Authority of the bidder.		

10.	All the pages of DNIT should be signed by the bidder and upload along with technical bid documents.		
11.	Name of the Districts where the bidder will provide services.		

Important Note :-

- i. **Complete DNIT 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 DNIT unconditionally and will supply the product exactly as per the specifications mentioned in the DNIT.**
- iii. **Page Numbering of the DNIT 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.**

Certified that the responses submitted by me against Sr. no. 1 to 11 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.

Seal of the Tenderer

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

BIDDERS/FIRM/CONTRACTOR PROFILE

General:

Passport size
photograph of
bidder/
authorized
signatory

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)

Haryana Livestock Development Board
Pashudhan Bhawan
Bays No. 9-12, Sector -2, Panchkula(Haryana)
Ph. No. 0172-2574663,2580338, Pincode- 134109
E-mail-hldb-hry@nic.in
Website- Pashudhanharyana.gov.in

10. Particulars of vehicles available with the Bidder:

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

11. Name of the Semen Bank/Bank's for which bid has been submitted.

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

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

Date: Name of the Bidder.....

Seal of the Bidder Signature

PERFORMA- B

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

General:

Passport size
photograph of
bidder/
authorized
signatory

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

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

7. Name of the Semen Bank/Bank's for which bid has been submitted.

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

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

Date: Name of the Bidder.....

Seal of the Bidder /Signature

PERFORMA-C

DRAFT AGREEMENT FOR HIRING OF VEHICLES

A. This agreement is made on this _____ day of ____ BETWEEN the Governor of Haryana through (please mention the Head of Govt. Department/Organization of the concerned Department/Organization by designation), hereinafter called the “Govt. Department/Organization” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns of the one part AND (name of the agency _____ (hereinafter called the firm/contractor) through their proprietor _____ hereinafter called the “Firm/Contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrators, heirs, legal representatives and assigns of the other part. The “Firm/Contractor” has deposited Rs. _____ (Rupees ____) in the form of Demand Draft/Call Deposit Receipt/Banker’s Cheque or in the shape of equivalent Bank Guarantee as interest free Performance Security. The Performance Security will remain valid for a period of six months beyond the date of completion of all contractual obligations.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as following:-

1. The Firm/Contractor shall during the period of this contract of one year (Further extendable to one year) i.e. to say from ____ to ____ or until the contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 1 year as on the date of 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 concerned Govt. Department/ Organization reserves the right to curtail or to extend the validity of contract for one year on the same rates and terms and conditions at the discretion of the Department.
2. The vehicle and drivers provided by the firm/ contractor shall work under the overall supervision of this concerned Govt. Department/ Organization or any person authorized so.
3. The firm/ contractor shall provide names, addresses of the 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. 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 financially or otherwise for any injury to the driver or person deployed by the firm/ contractor during the course of performing the duties.
10. The concerned Govt. Department/ Organization reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the firm/contractor.
11. The vehicles provided by the firm/contractor should bear commercial Taxi/ Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving Licence and Badges.
12. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of Haryana.
13. The firm/ contractor shall provide vehicles as per requirement of the concerned Govt. Department/ Organization.
14. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.

15. The firm/ contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than one year old on the date of tender.
16. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the concerned Govt. Department/ Organization has the right to hire vehicle from any other sources at the expense of the firm/ contractor.
17. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and these shall be the responsibility of the firm/contractor.
18. The dead mileage in any case should not be more than five Kms one way.
19. No advance payment will be made.
20. Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
21. The firm/ contractor will maintain separate log books for each vehicle which will also be verified/ countersigned by the concerned officer.
22. The bills in triplicate should be made date-wise by the firm/ contractor and should be submitted to the Administration Branch of the concerned Govt. Department/ Organization on monthly basis.
23. The concerned Govt. Department/ Organization will deduct Income Tax at source under relevant
24. 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.
25. 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.
26. 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.

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 Managing Director, HLDB. 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 Managing Director, HLDB is located. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the HLDB then entire amount shall be payable by the Managing Director, HLDB but where the ex-parte award is announced in favour of the HLDB, 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 Head Quarters of Director, Supplies & Disposals, Haryana at Panchkula.

F. That the firm/ contractor agree to all the terms & conditions as contained in Schedule-A (DNIT)and Schedule-B (Tender Form).

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

Signature of the Contractor

(With Seal)

1. Witness

Name:_____

Address_____

2. Witness

Name:_____

Address:_____

3. Witness

Name;_____

Address_____

**For and on behalf of the Managing
Director, HLDB**

(With seal)

Annexure-R

**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 Livestock Development Board;
- 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 three 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 three 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 Livestock Development Board 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 onthat 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)