

DAKSHIN HARYANA BIJLI VITRAN NIGAM
(A Govt. of Haryana Undertaking)
NOTICE INVITING TENDERS
(Through e- tendering)

(NIT No. 574/DH/MM/QD-754

Dated: 24.04.2017

E-tenders are invited in two parts (Part-1 Technical Bid & Part II Price Bid), for hiring of 1 No. vehicle from the agencies/contractor by the SE/MM, DHBVN, Hisar as per following details:-

NIT No.	Description of vehicles	Earnest Money deposit (In Rs.)	Tender documents fees (Non-Refundable) (In Rs.)	E-Service Fee (Non-Refundable) (In Rs.)
QD-754	Swift Desire /Indigo/Etios/Logan or any other Sedan Model (White color)	6000/-	500/-	1000/-

Details may be seen from the website <https://haryanaeprocurement.gov.in>&<http://dhbvn.org.in>

Date of starting of e-tender for submission of on line technical & price bid at https://haryanaeprocurement.gov.in of Next tenders India Pvt. Ltd.	Date of closing of online e-tender for submission of technical & price bid on web portal	Opening date of part-1 (Tech.)
25.04.2017	17.05.2017 (upto 13.00 Hrs.)	17.05.2017 (upto 15.00 Hrs.)

1. The tender documents fee and E-Service fee will be paid online.
2. Part-1 of the e-tenders against the above NIT will be opened in the office of the SE/MM, Vidyut Sadan, Vidyut Nagar, DHBVN, Hisar as per schedule above.
3. The earnest money shall be deposited online by the contractor through Debit card or RTGS/NEFT or Net banking. It is expected to the prospective bidders to deposit EMD online by at least one day before deadline of submission of bids due to web portal provisioning. Any non-acceptance of EMD by web-based system on last day of submission of bids due to web-portal constraints shall be the bidder's responsibility.
4. The purchase reserves the right to reject one or all of the tender received, without assigning any reason.
5. The tender documents having detailed terms and conditions can be downloaded from the website <https://haryanaeprocurement.gov.in> from 25.04.2017 onwards. The e-tenders shall be received through website only. All interested contractors are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact Mr. Lalit Saini (09034357793) or Toll free No. 1800-180-2097 of M/s Nextenders (India) Pvt. Ltd., Panchkula.
6. Only those tenders shall be considered who deposit the earnest money and tender cost & transaction fee by due date.

Superintending Engineer/MM
For CE/MM, DHBVN, Hisar

TERMS AND CONDITIONS FOR HIRING OF VEHICLE

1. Bids are invited in two parts through e-tendering system, one part shall consist of pre-qualification requirement & other part as Commercial Qualification which shall consist of price bid. The firm / contractor will submit the duly signed hard copy of the tender documents alongwith requisite documents on the date of opening of part –I.
2. The tendering authority reserves the right to reject any or all tenders received without assigning any reason.
3. The tenders shall be valid for 90 days from the date of opening.
4. The tendering authority reserves the right to increase or decrease the quantity of vehicles.
5. In case the date of opening of tenders happens to be holiday, the tenders will be opened on next working day.
6. **Type & Description of vehicle:** - One No. Swift Desire /Indigo / Etios / Logan or any other Sedan Model is required to be hired for SE/MM, DHBVN, Hisar. The vehicle/s should not be more than 2 years old from the date of issue of NIT and should be in good working condition.
7. **Hourly/Mileage requirement:** - The vehicles should be available at head quarter all the time and under exceptional requirement, the vehicles can be called any time. The vehicle can also be used for overnight journey/stay for official tours by the officers of Nigam. The vehicles shall be required to run at 2000 K.M. per month with availability for all the days in the month except for the pre-scheduled servicing/repair.
8. **Scope of Work:** - The vehicles along with drivers shall remain attached with the Officer-in-Charge during the period of contract.
 - 8.1 The vehicles shall be utilized at various sites and will remain in DHBVN premises. Vehicles shall always be kept clean and in smooth working condition.
 - 8.2 The vehicles shall be provided with steppney, tools, spares and consumables in order to attend minor repairs while travelling.
 - 8.3 Normally the vehicles shall be parked in the office premises at DHBVN or as per instructions of Officer-in-Charge.
 - 8.4 The vehicles shall not be used by the owner without permission of Officer-in-Charge and no mileage charges/HSD shall be payable in case the vehicles are used by the owner with or without due permission of Officer-in-Charge. Such permission shall only be allowed on holidays and/or after duty hours, at the sole discretion of the officer-in-charge.
 - 8.5 The Officer-in-Charge shall have the right to use the vehicles on holidays including weekly holidays. In such eventualities, the owner shall have to arrange for substitute Driver if the attached Driver is on weekly holiday. Nothing extra shall be payable for use of vehicles on the holidays including weekly holidays.

9. **Officer-in-Charge:** - The SE/MM, DHBVN, Hisar will be Officer-in-Charge of the vehicle.
10. **Prices:** - The bidder has to quote the prices for 2000 K.M. per month on complete month availability basis as per Part-II (i.e. on price bid format online only) along with the rates for additional mileage in excess of 2000 KM. The following charges shall be borne by the Nigam.
- (a) Toll Tax, Parking fee & applicable service tax, which will be reimbursed on the production of the original vouchers.
- (b) The contractor will be reimbursed Rs 100 per night for stay of the driver on tour at the outstation in addition to the above rates.
11. **General conditions of Hire:** - Vehicles should not be older than 2 years from the date of issue of NIT. The bidders who desire to supply the new vehicles have to provide the vehicles on hire within 15 days of the allotment of work order.
12. **Pre-qualification:** - For qualifying and for participation in the tender, the bidder should have provided the services for at least in one Govt. Department / Central/ State/ Public Sector enterprise for at least one year and the proof of the same is required to be attached along with the sealed bid.
13. **Registration:** - The offered vehicle/s must be registered as per Motor Vehicle Act and has relevant permit with Haryana State Govt. Transport Authority. All the expenses/taxes shall be borne by the contractor before and during the currency of the contract except those mentioned at Sr. No. 11 (a) & (b) above. Following documents shall be submitted along with bid documents: -
- (a) Photocopy of valid RC of vehicles.
- (b) Photocopy of valid comprehensive Insurance Policy of vehicles.
- (c) Photocopy of valid Pollution certificate of vehicles.
- (d) Coloured photograph of vehicles with front no. plate.
- (e) Valid permit to run the vehicles in Haryana, Punjab, Delhi, NCR, Chandigarh (UT).
- (f) Valid driving license for the Driver.
- (g) Duly stamped & signed terms and conditions.

The original documents have to be presented by the contractor after the award of contract for verification and shall be returned to the owner after verification.

14. **Insurance Coverage:** - Insurance policy (comprehensive) is a statutory requirement & shall be taken by the vehicle/s owner/s. The contractor shall also take other necessary insurance coverage as per the Motor Vehicle Act for which premium shall be borne by him.

15. **Other Expenses:** - Expenses towards servicing charges, engine oil changing and other repairs and maintenance work, will be borne by vehicle owner. Vehicle owner will ensure periodic maintenance as per maintenance manual of vehicle/requirement and vehicle owner shall always keep the vehicle in perfect running condition. He shall carry out the servicing and repairing immediately on intimation of DHBVN representative.

16. **Performance Security:** - In case of successful bidder, the Earnest Money Deposit [EMD] submitted by the bidders shall be converted into performance security. Wherever, the bidder defaults in executing the contract, the EMD shall be forfeited.

17. **Penalties:** - The following penalties shall be levied on the bidder in case of default during the currency of the contract.

- (a) For not providing vehicle in time, a minimum penalty of Rs. 1000/- will be imposed per default.
- (b) For mis-behaviour of the Driver, Rs. 1000/- will be imposed per default.
- (c) For not providing substitute vehicle, Rs. 2000/- will be imposed per default.
- (d) For causing damage to the public property; three times the market value of the damaged property or Rs. 5000/- whichever is higher per default.
- (e) For breach of any of the conditions of the contract; minimum penalty of Rs. 5000/- per default or termination of contract and forfeiture of Performance Security as the case may be depending upon the grounds of violation.
- (f) For persistent breach or unsatisfactory services-termination of Contract along with forfeiture of performance security and blacklisting.

18. **Work order/ Contract:** - After finalization of NIT, the work order will be placed by the SE/MM, DHBVN, Hisar.

19. **Contract Period:** - Initially the vehicle shall be hired for a period of 2 years and may be extended for next 1 year on satisfactory performance & mutual agreement.

20. **Commencement of Contract:** - The contract shall be started from the date as mentioned in the contract to be made.

21. **Termination of Contract:** - DHBVN reserves the right to terminate the contract at any time at any stage during the period of contract by giving 7 days notice without any reason. If vehicle owner intends to withdraw his vehicle, owner shall have to inform at least two months in advance in writing, otherwise prorata payment will be deducted in lieu of the period falling short of the notice.

22. **Terms of Payment:** -

- (a) The agency/contractor to be engaged for providing vehicles shall furnish the monthly invoice/bill to the SE/MM, DHBVN, Hisar who will approve the payment after duly verification of the same.
- (b) 100% payment shall be made by the AO/EAD within 30 days by cheque on submission of monthly bill after due verification after deducting the penalties, if any. Income tax/Sales tax shall be deducted at source as applicable as per rules and deposited with Income tax and HGST/VAT Act.

23. **Driver:** - The Driver shall make his own arrangement for his incoming & outgoing journeys from his residence. In case the owner of the vehicle engages the services of hired driver than he shall have to ensure to the satisfaction of DHBVN that Driver will be paid the minimum wages as applicable to the skilled Drivers in the state of Haryana by the owner of the vehicle. The vehicle owner shall provide an efficient and loyal Driver for the vehicle at his own cost. The cost of Driver's salary and all other incidental charges shall be borne by the vehicle owner. The deployed Driver shall keep 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. The vehicle shall be provided with stepney, tools spares and consumables items while travelling.
24. **Liquidated Damages:** - The owner shall provide immediately with another suitable vehicle in running condition in case the regular vehicle deployed goes under break down, otherwise the deduction shall be made towards the hire charges paid by DHBVN for arranging the suitable vehicle from the market as liquidated damages.
25. **Tampering** 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 pro-rata basis for the entire period during which the vehicle has actually run. It will be obligatory on the part of vehicle owner to get the mileage checked by the Controlling Officer in the beginning of everyday and get it recorded in the log book.
26. The vehicle owner/contractor shall have the copy of registration certificate of vehicle i.e. taxi no., interstate permit (Punjab, Delhi, Haryana, Rajasthan& Chandigarh), comprehensive insurance of vehicle and the same vehicle shall perform duty throughout the contract period of vehicle. If the contractor wants to change his vehicle in case of break down etc. he has to provide the vehicle of same status i.e. same model, type etc..
27. Any type of claim on account of negligence of Driver/accident will be the responsibility of contractor.
28. In the event of theft, loss or accident, any dispute with any local Govt. Authority, DHBVN will not be responsible and vehicle owner will settle the claims himself.
29. All the disputes shall be subject to Hisar jurisdiction.
30. **Submission of bids:** - The bidder has to submit the tender online. The tenderer must submit a hard copy of all the documents related to part-I duly signed alongwith annexures consisting of following documents.
- (a) A system generated deposit receipt of cost of bid documents.
 - (b) A system generated deposit receipt of EMD.
 - (c) Technical bid submission sheet in the format attached as Part-I.
 - (d) Documents of vehicles as given in details in point 14 above.
 - (e) Signed copy of terms & conditions of bidding documents.

31. **Amendments to terms & conditions:** - The Nigam reserves the right to amend the terms & conditions before the last date of submission of bids, which will be notified on website and as well as the same shall be published in press.
32. Nigam will install and operate a GPS system as per the work order issued by Deputy Secretary / Technical / UHBVN memo no. Ch-04/DST-264 dated 04.01.2017 addressed to M/s HITECPOINT Technologies (P) Ltd., SCO No. 96-97, Sector-34A, Chandigarh &for that a monthly rent of Rs. 350.00 will be deduct from the bills of the contractor/firm.
33. **Arbitration:** - All the matters, questions, disputes, differences and / or claims arising out of and /or concerning and /or in connection and /or relating to this contract whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be nominated by Managing Director/DHBNL. The Award of the Arbitrator shall be final and binding on the Parties to this contract. Provisions of the Arbitration & conciliation Act, 1996 and the Rules made there under, the statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this clause.

Format for Technical Bid submission
Part-I

To

Sub: Hiring of vehicles for SE/MM, DHBVN, Hisar.

Dear Sir,

This is with reference to your office tender bearing No._____ dated _____ for hiring of vehicles for_____.

In response to the above tender, the technical details are given as under:-

- a) Name of the Bidder
- b) Status of the Bidder
- c) Address & contact of the bidder
- d) PAN number of the bidder
- e) Photocopy of valid RC of vehicles
- f) Photocopy of valid comprehensive Insurance Policy of vehicles
- g) Photocopy of valid Pollution certificate of vehicles
- h) Coloured photograph of vehicles with front no. plate
- i) Valid permit to run the vehicles in Haryana, Punjab, Delhi, Rajasthan, NCR, Chandigarh (UT)
- j) Valid driving license for the Driver
- k) Duly stamped & signed terms and conditions
- l) Details of the past experience of the bidder
- m) Details of the vehicles offered by the bidder

Authorized signatory
With stamp & Signature

Format for Price Bid submission

Part-II

To

Sub: Hiring of vehicle for SE/MM, DHBVN, Hisar.

Dear Sir,

This is with reference to your office tender bearing No. _____ dated _____ for hiring of vehicle for _____. In response to the above tender, the financial offer of our firm is given as under:-

Sr. No.	Name of vehicle	Registration No. of vehicle offered	Fix price per month (Rs. per vehicle for mileage for /up to 2000 KM per month (in figure as well as in words)	Rate per KM in excess of 2000 KM per month (in figures as well as in words)
1.				

Notes:-

- (1) The above prices are inclusive of all taxes and duties, except the following, which are re-imbursed /paid by the Nigam during the currency of contact.
 - (a) Toll Tax, Parking fee applicable service tax, which will be reimbursed on the production of the original vouchers.
 - (b) The contractor will be re-imbursed Rs. 100/- per night for stay of the driver on tour to the outstation in addition to the above rates.
- (2) During the period of contract, the rates will not be revised with the revision of any taxes by the Government of Haryana or by the Government of India. The prospective bidder may quote the rates accordingly taking into consideration of this aspect. The tenderer should quote the rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. No blanks should be left which would be otherwise made the tender liable for rejection.

**Authorized signatory
With stamp & Signature**

Important Instructions to Bidders for e-tender:-

The e-tendering system has been introduced in DHBVN through the portal <https://haryanaeprocurement.gov.in>. The existing instructions to the bidders are for the offline mode of submission of tenders. But, with the introduction of e-tendering mode, the procedures as laid down below shall be followed. In the event of contradiction between the existing ITB for offline mode and following instructions for e-tendering, the procedures of e-tendering shall govern.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:-

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,

SCO – 09, IIInd Floor,

Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 1800-180-2097 (Toll Free Number)

- 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment Account:

Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4.Pre-requisites for online bidding:

In order to bid online on the portal <https://haryanaeprocurement.gov.in>. the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

5. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed NIT and the time schedule (Key Dates) for all the tenders floated through the single portal e-procurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>.

7. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:

8.1 The online payment for Tender document fee, e-Service Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format.

8.3 Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

NOTE:-

(A) If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

- (B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.
- (C) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>. and click on the available link 'System Requirement" to download the file.