



DAKSHIN HARYANA BIJLI VITRAN NIGAM

BIDDING DOCUMENT

(NIT No. TER-29/SE/R-APDRP/Vehicle)

FOR

ENGAGEMENT OF WELL ESTABLISHED, REPUTED AND EXPERIENCED SERVICE PROVIDER FOR PROVIDING THE VEHICLE ON HIRING BASIS FOR SE/R-APDRP, DHBVN, HISAR FOR THE PERIOD OF 2 YEARS FROM THE DATE OF ISSUE OF WORK ORDER MAY BE EXTENDED FOR NEXT YEAR ON SATISFACTORY PERFORMANCE & MUTUAL AGREEMENT.

SE/R-APDRP, DHBVN,
VIDYUT SADAN, VIDYUT NAGAR,
HISAR-125005

E-Mail: serapdrpdhbn1@gmail.com

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SECTION-I



INVITATION FOR BID

(IFB)



Dakshin Haryana Bijli Vitran Nigam

NIT No. TER-29/SE/R-APDRP/Vehicle

Dated 19.09.2018

E-tenders are invited in two parts Part-I (Technical Bid) & Part - II (Price Bid) from the experienced and well reputed agencies/contractor for providing One no. any Sedan model on the hiring basis for Superintending Engineer/R-APDRP, DHBVN, Hisar for a period of two years renewable for such periods at least for one year with mutually agreed of availability of Nigam's vehicle whichever is earlier as per following conditions.

No. of vehicle	Description Of Vehicle	Purpose	Earnest Money	Tender documents fees (Non Refundable)	E-Service Fee (Non Refundable)
1 No.	Any Sedan Model	For office of Superintending Engineer / R-APDRP, DHBVN, Hisar	Rs. 6000/-	Rs. 500/-	Rs. 1000/-

Sr. No.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at https://haryanaeprocurement.gov	Date of closing of online e tender for submission of Techno-Commercial Bid & Price Bid on web portal	Opening date of part-1 of proposal on web portal	Shortlisting of Technical bids & Opening of Financial Bid
1	20.09.2018 (From 17.00 Hrs.)	05.10.2017 (upto13.00 Hrs.)	05.10.2017 (upto15.00 Hrs.)	Will be intimated to the firms on their E-mail

NOTE:-

1. The Tender Documents fee (Rs. 500 /- Non-refundable) and E-Service fees (Rs. 1000 /- Non-refundable) will be paid online.
2. Part-I of the e-tenders against the above NIT will be opened in the office of the SE/R-APDRP, Vidyut Sadan, Vidyut Nagar, DHBVN, Hisar, as per schedule above.
3. The earnest money shall be deposited online in cash by the firm through Debit Card or RTGS/ NEFT or Net banking. It is expected of the prospective bidder 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 purchaser reserves the right to reject one or all of the tenders received, without assigning any reason.

The tender documents having detailed terms and conditions can be downloaded from the website <https://haryanaeprocurement.gov.in> from **20.09.2018** onwards.

The e-tenders shall be received through website only. All interested firms 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. The bidders who are participating must be upload there bid (Tender Part-I i.e Technical & Commercial part as well as tender Part-2 i.e. Price bid) on line at web site: <https://www.haryanaprocurement.gov.in> One set of ibid bid (Tender Part-I only) should be deposit to the office of SE/R-APDRP, DHBVN, Vidyut Nagar, Hisar on next working day after opening of tender part-I. The price bid is to be submitted online only.

5. Only those tenders shall be considered who deposit the earnest money and tender cost & transaction fee by due date. Corrigendum, if any would be published online on the website.

**SE/R-APDRP
DHBVN, Hisar**

**NECESSARY TERMS AND CONDITIONS FOR BIDDERS AGAINST NOTICE INVITING TENDER
(NIT No. TER-29/SE/R-APDRP/Vehicle**

Sr. No.	Description	Bidder response
1.	Tenderer/Bidder must carefully the general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum (if any) shall be applicable.	Agree
2.	Tenders cannot be submitted after the scheduled close date and time of bidding. Bids shall have to be submitted online only.	Agree
3.	The tenders not meeting the requirement of pre-qualification conditions, necessary terms and conditions of the NIT and Nigam's technical specifications shall be rejected.	Agree
4.	All the tenders must be accompanied by tender cost, e-service fee and earnest money through online mode as per requirement of webportal.	Agree
5.	Terms of Payment: - 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/GST and all other Govt taxes if applicable shall be deducted at source as applicable as per rules and deposited with Income tax and GST Act.	Agree
6.	Pre-Qualification Requirement. For qualifying and for participation in the tender, the bidder should have provided the services for at least 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.	Agree
7.	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.	Agree
8.	Vehicle must be registered as Taxi Number and have relevant permit with Haryana State Govt. Transport Authority.	Agree
9.	Registration:- The offered vehicles must be registered as per Motor Vehicle act and have 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 Toll Tax, Parking fee & applicable GST and Night Stay @Rs. 200/-	Agree
10.	Valid RC of vehicles. (Upload the relevant document for above)	Agree
11.	Valid comprehensive Insurance Policy of vehicles. (Upload the relevant document for above)	Agree
12.	Valid Pollution certificate of vehicles. (Upload the relevant document for above)	Agree
13.	Coloured photograph of vehicles with front no. plate. (Upload the relevant document for above)	Agree
14.	Valid permit to run the vehicles in Haryana, Punjab, Delhi, NCR, Chandigarh (UT). (Upload the relevant document for above)	Agree
15.	Valid driving license for the Drivers. (Upload the relevant document for above)	Agree
16.	Duly stamped & signed terms and conditions. (Upload the relevant document for above)	Agree
17.	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.	Agree
18.	Penalties: - The following penalties shall be levied on the bidder 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 misbehaviors 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.	Agree

	(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.	
19.	Successful bidder should be installing the GPS by the authorized agency (Already approved by DHBVN). The payment of Rs. 350/- will be deducted from his monthly Payment. In case the owner of hired vehicle does not return the GPS device, the EMD will be forfeited besides the last bill will be paid only after the return of GPS device.	Agree

Instruction regarding e-tendering:-

1. The payment for Tender Document Fee and e-Service Fee shall 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 or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of (Govt. of Haryana) and also mentioned under the Tender Document.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his/her bids for the respective event/Tenders.
3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. on or before; and make payment via RTGS/NEFT or OTC 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://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

The Bidders can submit their tender documents (Online) as per the dates mentioned in NIT.

Important Note:-

- 1) The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

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

All the bidders intending to participate in the tenders process 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.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

M/s Nextenders (India) Pvt. Ltd.
O/o. DS&D Haryana,
SCO – 09, IInd Floor,
Sector – 16,
Panchkula – 134108
E - mail: Chandigarh@nextenders.com

Help Desk: 0172 – 2582008-09, 2618292 and 1800-180-2097 (Toll Free Number)

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. 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).

2.6 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.

- 2.7 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.
- 2.8 The procedure for application of a digital certificate however will remain the same for the new user.
- 2.9 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:-

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. 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 operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Next Tenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.
- 5 Online Viewing of Detailed Notice Inviting Tenders:
The bidders can view the detailed N.I.T 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.
- 8.0 Online payment of tender document fee, eservice fee and EMD fees and Bid preparation and Submission (PQQ/ Technical & Commercial/Price Bid):-
- 8.1 Online Payment of Tender Document Fee + e-Service fee: The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards or Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

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

8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

A. Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

NOTE:-

- (A) *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>.*
- (B) *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 'How to...?' to download the file.*

In the first instance, the online payment details of tender document fee+e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

**SE/R-APDRP
DHBVN, Hisar**

SECTION-II



INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID:-

Dakshin Haryana Bijli Vitran Nigam Ltd. Here-in-after called “DHBVN” intends to provide the services of hiring of any sedan model vehicle with AC facility & music system for SE/R-APDRP DHBVN, Hisar for the period of 2 years from the date of issue of LOA may be extended for next year on satisfactory performance & mutual agreement.

- 1.1 Detailed instructions have been explained under Section-IV “Scope of Work”.
- 1.2 Provision available on the web portal regarding tender fee, e-service fee, EMD amount, price bid shall prevail over and above the details mentioned in the tender document.

2. QUALIFICATION OF THE BIDDER:-

- a) The service provider must be registered with the statutory bodies of Govt. of Haryana / India.
 - b) The service provider must have PAN Card, Service Tax No. GST Registration etc.
 - c) The service provider must have experience of supplying vehicles to Government Organization (State / Centre / Boards / Nigams/ PSUs/ Universities) in one year at least.
 - d) The intending bidder must be a registered service provider or should be owner of the vehicle (s).
 - e) The service providers must have adequate vehicle(s) with driver(s).
- 2.1. To be qualified for award, bidder shall provide evidence, satisfactory to DHBVN of their capacity and adequacy of resources to carry out the contract effectively. Bids shall include the following information:-
- a) Copies of the original documents defining the constitution or the legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
 - b) Description of the resources available with him to carry out the proposed job.
 - c) Qualification and experience of key personnel proposed for carrying out the work.

- d) Information regarding any litigation, current or during the last two years, in which the Bidder is involved, the parties concerned and the dispute and the disputed amount.

3. CLARIFICATION ON BID DOCUMENTS:-

The prospective bidder/agency may obtain any clarification regarding the bid document by writing or contacting to: -

**SE/ R-APDRP,
DHBVN, Hall First Floor,
VIDYUT SADAN, VIDYUT NAGAR,
HISAR –125005.**

The service provider is advised in its own interest to examine the bid documents, instructions, forms, terms & general information before submission of bid. Failure to provide information, which is essential to evaluate the bid or to provide the timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

4. AMENDMENTS TO BID DOCUMENT:-

At any time prior to the date for submission of bid as well as upto opening of bids (part), DHBVN may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment (s) which shall form part of it. The agenda shall be sent in writing to all the prospective bidders, who shall return one copy of it duly signed alongwith their bid. Extension in the due date, if considered necessary, may be made by the DHBVN.

5. DEVIATION FROM BID DOCUMENTS:-

The bid offer must include a separate statement indicating all deviation from the bid documents as per format enclosed at annexure-‘a’. All such deviations shall be clearly mentioned in deviation sheet. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is in strict conformity to DHBVN’s specifications in all respect and it will be assumed that all terms & conditions are acceptable to the bidder.

6. FILLING OF BIDS:-

- a.) It is mandatory to submit the bids online only on the web portal (www.haryanaeprocurement.gov.in) shall have to be submitted online by the bidders
- b.) Bid shall be submitted online as per the forms attached here to and all blanks in **Section-V, VI** and the **Annexure-‘A’** of the specification shall be

duly filled in. The complete Form & Annexures shall be considered as part contract documents in the case of successful bid.

- c.) No alteration should be made to Form of the tender specification and Annexure. The bid must comply entirely with the specification and alternative proposals, if any, shall be clearly stated in the covering letter.
- d.) The bid and all accompanying documents shall be in Hindi/English language and shall be signed by a responsible and authorised person. The name designation and authority of signatory shall be stated in the bid.
- e.) Tenders should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall not be considered.
- f.) All additions, alterations and over writings in the bid must be clearly initialled by the signatory to the bid.
- g.) The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be in words as well as figures. This must not contain any additions, alternation, overwriting, cuttings over corrections and any other marking, which leave any room for doubt.
- h.) The contract awarding authority will not be responsible to accept any cost involved in the preparation and submission of the bids.

7. DOCUMENTS COMPRISING THE BID:-

7.1 The bidder shall submit the following the document/information with the bid.

- ❖ Covering letter.
- ❖ Power of Attorney
- ❖ Statement of deviations from the bid documents as per Annexure-'A'.
- ❖ Details in format given in Section-V.
- ❖ Copy of the agreement between the bidder and his collaborators or associates, if any.
- ❖ Earnest Money of Rs. 6000/- per vehicle.
- ❖ Price schedule in Section-VI.
- ❖ Other details as called for in the bid documents or which the bidder may like to highlight.

7.2 FORMATS AND SIGNING OF BID:-

The bidder shall submit one set of his bid, complete in all respect with enclosures. The bid shall be signed on each page.

The person or persons signing the bid shall initial all pages of the bid, including where entries or amendments have been made.

8. SUBMISSION OF THE BIDS:-

8.1 The interested bidder may submit their proposal / bid online on the website (www.haryanaeprocurement.gov.in) as per the schedule given in the NIT. Further, clarification against this NIT can be taken from the office of SE/R-APDRP, First Floor, Vidyut Sadan, Vidyut Nagar, Hisar.

8.2 The bid shall be submitted in the following manner:-

- The bid shall be accepted only through online mode on the website (www.haryanaeprocurement.gov.in). The bids submitted offline/ in hard copy shall be straight away rejected. However, the bidder has the option to submit a copy of online submitted bid in the office of SE/R-APDRP, DHBVN, Hisar.
- ✓ The EMD, tender fee and e-service fee shall be submitted as per website requirement. The demand draft / Cheque shall not be accepted in any case.
- ✓ The documents required as per NIT shall have to be submitted online on the website. The documents duly stamped and on each page by the authorized signatory of the firm shall also be submitted online.
- ✓ The price bid as per the format provided in the website shall only be submitted. No price bid in hard copy shall be considered.

8.3 Telegraphic quotations and also through Fax/ email will not be accepted.

9. BID VALIDITY:-

Bid shall remain valid for acceptance for a period of 90 days from the date of bid opening (Part-I). DHBVN may request for suitable extension, if required.

10. EARNEST MONEY:-

10.1. Before submitting the offer / bid, the bidder shall have to pay / submit an amount specified in the NIT as earnest money as per requirement of website two days before the last date of submission of bids. No other mode of deposit shall be accepted.

10.2 Any tender not accompanied with earnest money shall be rejected and the tender will not be opened.

10.3 In case of unsuccessful tenderers, the earnest money will be refundable on production of the original receipt within a fortnight after finalization of the tender. In case of successful tenderers, the earnest money will be converted into the security deposit. However, the amount submitted as EMD may be released in

case of successful bidder on submission of equivalent amount of Bank Guarantee.

- 10.4 Request for adjustments / proposals for acceptance of earnest money deposits, if any, already lying with DHBVN in connection with some other tenders / orders shall not be entertained.
- 10.5 No interest shall be payable on the amount of earnest money deposited with DHBVN.
- 10.6 DHBVN reserves the right to forfeit earnest money deposit in full or a part thereof in circumstances, which according to him indicate that the tenderer is not interested in accepting / executing the order placed under the specification.

11. **COST OF SPECIFICATION:-**

Purchase of tender is essential for participation, but the prospective bidder shall have to pay the amount of tender fee through online mode as per website requirement. The tender document containing terms & conditions and other information can be downloaded from the Nigam's website (www.dhbvn.org.in) and from e-procurement portal (www.haryanaeprocurement.gov.in).

12. **LATE BIDS:-**

No bids shall be accepted by the website after the dead line (date and time) for submission of bids. All the bids not accepted by the web-portal, but initiated by the bidder shall be liable for rejection.

13. **BID OPENING AND EVALUATION:-**

DHBVN will open the bids online on the webportal in the office of SE/R-APDRP, DHBVN, Vidyut Sadan, Vidyut Nagar, Hisar in the presence of bidders or their authorized representatives, who choose to be present. If the opening date happens to be a holiday, the bids will be opened on the next working day at the same place and time, unless notified otherwise.

14. **REJECTION OF BID:-**

DHBVN reserves the right to reject or accept any Bid without assigning any reason thereof. However, the bid as under shall not be accepted and such bids shall be rejected, if received: -

- i) Bid submitted by the tenderers /firms /agencies, who have been black listed or with whom business dealing have been suspended by any of the State Electricity Boards /Electrical Undertakings. The bidder shall have to submit an undertaking in this regard.
- ii) The bid submitted by a person directly or indirectly connected with the service under Government/ Local Authority/ DHBVN.

All out efforts would be made to make the payment within the prescribed period, but in case of delay of payment DHBVN shall not be liable to pay interest on the outstanding amount of the service provider.

15. CLARIFICATION OR MODIFICATION OF BIDS:-

To assist in examination, evaluation and comparison of bids, DHBVN may ask the Bidders individually for clarification in writing. No change in the substances of the bid shall be permitted except as required to confirm the correction of any typographical error.

16. AWARD CRITERIA:-

DHBVN will award the contract for each vehicle and for the each activity to the successful Bidder whose Bid is determined to be substantially responsive and is determined as the lowest evaluated Bid for the vehicle concerned provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. DHBVN shall be sole judge in this regard. Further, DHBVN reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified.

17. NOTIFICATION OF AWARD:-

Prior to the expiration of the period of Bid validity and extended validity period, if any, DHBVN will notify the successful bidder in writing by registered letter or by cable or Telex or Fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

The issue of detailed work order and its acceptance will constitute the formation of award. DHBVN will promptly notify each unsuccessful Bidder and will discharge his earnest money.

18. GENERAL:-

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to DHBVN may be taken, if satisfactory clarification is not furnished within the prescribed period.

DHBVN will not be responsibility for any cost or expenses incurred by the bidder in connection with preparation or delivery of bids.

DHBVN reserves the right to amend the scope of the proposed contract, reject or accept any bid, cancel the bid process and reject all applications, vary the area. DHBVN shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

SECTION-III



TERMS AND CONDITIONS OF THE CONTRACT

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SR. No.	DESCRIPTION
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3	SECURITY DEPOSIT
4	RULE AND REGULATIONS
5	COMPLIANCE OF LAW
6	ACCIDENTS
7	CONDUCT OF STAFF OF AGENCY
8	CONTRACT AGREEMENT
9	PAYMENT
10	PENALTIES
11	WORK ORDER/ CONTRACT
12	ALTERNATION/ADDITION
13	ACCEPTANCE OF CONTRACT
14	GOVERNING LAW AND JURISDICTION
15	ARBITRATION
16	OTHER EXPENSES

TERMS AND CONDITIONS

The terms and conditions of the contract shall prevail and shall be binding on the Service providers and any change or variation expressed or impressed howsoever made shall be inoperative unless expressly approved by DHBVN. The service providers shall be deemed to have fully informed himself and to have specific knowledge of the provisions of Terms and Conditions of the contract mentioned hereunder: -

1. **PERIOD OF CONTRACT:-** 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. The performance of the service providers shall be watched regularly and continuously by the office of the SE/R-APDRP, DHBVN, Hisar. The contract or the awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of work is not found satisfactory or the service provider's commits breach of any of the terms and conditions of the contract. No compensation shall be payable in case the contract or the work awarded is rescinded on account of non-performance/unsatisfactory performance. The DHBVN may advise the service providers for improvement in case the performance made by the agency is not considered as satisfactory or upto the mark.
2. **COMMENCEMENT OF WORK:-** The commencement of the work shall take place immediately after the acceptance of the work order/LOA by the service providers.
3. **SECURITY DEPOSIT:-** The earnest money of the successful Bidder shall be converted into security deposit. The security deposit shall be refundable after 100 days of satisfactory completion of the contract after making recoveries, if any, or any amount payable by the service providers under the provisions of the contract/agreement. In the event of breach of the contract or any clause of the contract, in any manner, the security deposited by the contractor shall be liable to be forfeited by the DHBVN.
4. **RULE AND REGULATIONS:-** The assigned job shall be carried out under the rules and regulations of DHBVN in force and further guidelines/instructions issued by the DHBVN from time to time in this regard. The DHBVN shall also have the right to modify such instructions/guidelines and the service providers shall abide by such instructions/guidelines without any extra charges unless and otherwise specifically agreed for such extra charges.

5. **COMPLIANCE OF LAW:-** The service providers shall, in all matters arising in the performance of the contract, comply in all respects, will give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.

The contract shall in all respects be prepared and interpreted in accordance with the law in force in India including any such laws passed or made or coming into force during the period of the contract.

The service providers shall be responsible for carrying out of all of its activities within the rules and laws in force. DHBVN shall not be responsible for any of the un-lawful activity committed by the service providers / the staff of service providers. The service providers shall be liable for and shall indemnify DHBVN against all losses, expenses or claim arising in connection with any unlawful activity committed by any person employed by the service providers for the purpose of assigned job.

6. **ACCIDENTS:-** The service providers shall be liable for and shall indemnify DHBVN against all losses, expenses or claim arising in connection with the death or injury to any person employed by the service providers for the purpose of assigned job.

7. **CONDUCT OF STAFF OF SERVICE PROVIDER:-** If any of the staff of service provider is found guilty of any misconduct or incompetence or negligence and then if so directed by the DHBVN, the service providers shall at once remove such employee and replace him with a qualified and competent substitute.

8. **CONTRACT AGREEMENT:-** The service providers and DHBVN will enter into an agreement to be known as “Contract Agreement” setting out all terms and conditions thereof including those mentioned herewith.

9. **PAYMENT:-** Completion of contractual formalities by the service providers would be an essential requirement for claiming any payment. The service providers shall be entitled to get payment as under: -

MONTHLY PAYMENT shall be made within 30 days after the submission of the bill by the agency in proper order. Payment shall be made through cheque / RTGS by the AO/EAD, DHBVN, Hisar.

TDS, GST and all other Govt. taxes if applicable shall be deducted at source as applicable as per rules and deposited with Income etc. shall be deducted as per statutory provisions. However, the service tax shall be reimbursed on production of the proof of submission of GST with the concerned authorities.

Toll charges and Parking charges shall be paid separately as actual. However, the same (toll receipt and parking receipt) shall be duly verified by the officer, who has travelled the journey.

- 10 PENALTIES:** - The following penalties shall be levied on the bidder during the currency of the contract.
- (g) For not providing vehicle in time, a minimum penalty of Rs. 1000/- will be imposed per default.
 - (b) For misbehaviors 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.
- 11 WORK ORDER/ CONTRACT:** - After finalization of rate contract, the work order will be placed by the SE/R-APDRP, DHBVN, Hisar.
- 12 ALTERNATION / ADDITION:-** No variation or modification or waiver of any of the terms and conditions or provisions of the contract shall be deemed valid unless mutually agreed upon in writing by both parties i.e. DHBVN and service providers.
- 13 ACCEPTANCE OF CONTRACT:-** The successful bidder will be forwarded two sets of Work Orders/LOA one of which will be signed on each page by the authorised signatory of Bidder in token of acceptance of contract and shall be returned to the authority placing the order within 15 days of its issue failing which the Earnest Money Deposit shall liable to be forfeited.
- 14 GOVERNING LAW AND JURISDICTION:-** The agreement shall be governed under Indian law. Only appropriate courts in Hisar shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.
- 15 ARBITRATION:-** All matters, questions, disputes and/or claim arising out of and/or concerning and/or in connection and/or in consequences or relating to the contract whether or not obligations of either of both parties under the contract has been terminated or proposed to be terminated or completed shall be referred to the mutually agreed arbitrator as per Indian Arbitration Act, 1996. The award of the arbitrator shall be final and binding on the parties to the contract.
- 16 OTHER EXPENSES:-** (i) 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 DHBVNL representative.
- (ii). 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.

SCOPE OF WORK



CONTENTS

SR. NO.	DESCRIPTION
1.	Scope of work
2.	Sphere of journey.
3.	Intimation of visit
4.	Administrative control of vehicle.
5.	Status of vehicle.

SCOPE OF WORK

1. Scope of Work:-

Dakshin Haryana Bijli Vitran Nigam Ltd. Here-in-after called "DHBVN" intends to provide the services of hiring of any Sedan Model vehicle with AC facility & music system for SE/R-APDRP, DHBVN, Hisar for the period of 2 years from the date of issue of LOA may be extended for next year on satisfactory performance & mutual agreement.

Sr. No.	Description of vehicle	Nos. of vehicle.
1.	Any Sedan Model vehicle which must be Not more than 2 years older from the date of Opening of bid.	1

The general terms and conditions are as under:-

- 1.1. The vehicles should not be more than 2 year older from the date of opening of tender.
- 1.2. Vehicle should be made available within three hour after telephone calling by the SE/R-APDRP or his authorized representative in emergency otherwise the vehicle shall be requisitioned at least on the previous day.
- 1.3 **Prices:** The bidder has to quote the prices for 3000 Km per month with complete month availability along with the rates for additional mileage for in excess of 3000KM. the following charges shall be borne by the Nigam:
 - (a) Toll tax, parking fee & passenger tax, which will be reimbursed on the production of the original vouchers.
 - (b) The contractor will be re-imbursed Rs.200/- per night for stay of the driver on tour at the outstation in addition to the above rates.
- 1.4 Income Tax/GST shall and other statutory levies/deductions shall be deducted at source as applicable as per rules and shall be deposited with concerned department/authority.
- 1.5 Mileage will be paid from garage to garage of Vidyut Sadan.
 - 1.5.1 Parking Charges & Toll charges are to be paid by the contractor and the same will be reimbursed by DHBVN only after submitting the actual original receipts, duly verified by the officer travelled the journey, along with monthly bill.

- 1.6.1 Initial reading of mileage, time of start, destination should be got RECORDED FROM the travelling officer or official authorized by the SE/R-APDRP on the Performa of Log Book.
- 1.6.2 Also the final reading on completion of journey & time should be got recorded from the travelling officer. The Performa should also be SIGNED BY the driver.
- 1.6.3 Tempering of the meter shall be viewed very 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 pro-rata basis for the entire period for the calendar month 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.
- 1.6.4 **Fuel Consumption:-** Expenses towards servicing charges, engine oil changing and other repairs and maintenance work, will be borne by the vehicle owner. Vehicle owner will ensure periodical maintenance as per maintenance manual of vehicle/requirement and vehicle owner shall always keep the vehicle perfect running condition. He shall carry out the servicing and repairing immediately on intimation of DHBVN representative.
- 1.6.5 The cost of driver's salary and all other incidental charges shall be borne by vehicle owner.
- 2 The following documents should invariably be available with the Driver during the period of hire of vehicle.
 - 2.1 **Registration:-** The offered vehicle must be registered as per Motor Vehicle Act. and have relevant permit with Haryana State Govt. Transport Authority. All the expense/taxes shall be borne by the contractor before and during the currency of the contract except those mentioned at Sr. No. 1.3 (a) & (b) above.
 - (a) Photocopy of valid RC of vehicle.
 - (b) Photocopy of valid comprehensive Insurance Policy of Vehicle.
 - (c) Photocopy of valid pollution certificate of vehicle.
 - (d) Coloured photograph of vehicle with front no. plate.
 - (e) Valid permit to ply vehicle in Haryana, Punjab, Delhi, NCR, Chandigarh (UT).
 - (f) Valid driving license for the driver.
 - (g) Duty stamp & sign terms and conditions.
 - (h) For the new vehicles, the documents are to be submitted subsequently before the first payment.The original document have to be presently by the contractor after the award of contract for verification and shall be returned to the owner after verification.
3. **Registration of Vehicles:-** Vehicles must be registered as per motor vehicle and relevant permit with Haryana State Government Transport Authority. Expenditure towards registration of vehicle, Road Tax, and COMMERCIAL

Vehicles Tax permit etc. with State Government Transport Authority will be born / settled by the owner of vehicle during the contract period.

- 3.1 **Engineer-in-Charge**:- SE/R-APDRP will be Engineer-in-Charge of the vehicles. For further correspondence, you may contact or write to Engineer-in-Charge.

The vehicle driver shall report to the Engineer-in-Charge or his authorized representative.

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

- 3.3 The vehicle owner shall provide an efficient and loyal driver for the vehicle at his own cost. The credentials of the driver shall be verified by DHBVN, Police verification of the driver shall also be done for security reasons. The change of driver shall be done after due verification of the credentials of the driver by DHBVN.

- 3.4 The vehicle shall be provided with Stephaney, tools, spares and consumables in order to attend minor repairs while travelling.

4. **Liquidated Damage**:- The owner shall provide immediately with another suitable vehicle in running condition in case the regular vehicle deployed is 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 damage.

However, in case the vehicle is not provided for reasonable reasons beyond the control of the driver/owner such as theft, accident, impounding of the vehicle by the Transport Authorities or any other major force condition, neither any payment towards hiring charges shall be made to the vehicle owner nor any liquidated damages shall be levied.

In the event of theft, loss or accident any dispute with any local Government Authority, DHBVN will not be responsible and vehicle owner will settle the claims himself.

5. **GENERAL CONDITIONS**:-

- a) The contractor shall deploy his own vehicles as per the specification and furnish copies of documents of the ownership before entering into agreement. Sub-contractors are not allowed and summarily rejected.
- b) Contractor shall ensure that there is enough oil / fuel in the vehicle during camps.

- c) The vehicle must be equipped with stereo which must be in good working condition.
- d) There should never be a situation when the service is disrupted due to lack of oil / fuel, contractor shall also ensure the availability of good extra tyre always in the vehicle.
- e) The contractor shall maintain his vehicle at all times in neat, clean and road worthy condition and shall not neglect to rectify defects as they arise.
- f) The safety of the persons using the service shall at no time be in jeopardy due to mal operation of the vehicle by rash or negligent driving of the driver.
- g) In case of complaints, drivers need to be changed with immediate effect.
- h) The contractor shall solely be held responsible for all actions of his employees or agents.
- i) The contractor must be easily available on telephone so that complaints, special instructions can be relayed to him for implementation. The telephone numbers & address should be intimated before entering into agreement.

2. **Sphere of journey:-**

Haryana and adjoining States or any place within India.

3. **Administrative control of vehicle:-**

The administrative control of vehicle shall remain with the traveling Officer immediately after reporting to the Traveling Officer till he discharges the vehicles.

4. **Status of vehicle & Driver:-**

Since the traveling officers would be gazetted officer of the Nigam, as such the status of vehicle will be in accordance to their status.

5. **Cleaners of vehicle:-**

The driver shall be responsible to keep the vehicle to the satisfaction of traveling officer.

6. Driver shall not be allowed to have any assistant or passenger except the traveling officer.

SECTION-V

PARTICULARS OF THE BIDDER

1.	Name of the service Providers.	
2.	Postal address.	Pin Code ---
3.	Mobile No.	
4.	Fax No.	
5.	Email.	
6.	Type of organization: (Tick)	Sole proprietorship Partnership Joint Venture
7.	Date of commencement of business.	
8.	Registration No. service provider, if any.	Registration No. Copy placed at page_____ to Page _____
8.	Name of proprietor/Partners/ Directors and their detail Bio-data.	Page _____ to _____ page
9.	Details of offices other than H.O./Controlling office and other infrastructure available.	Page _____ to _____ page
10.	Detailed organizational structure with background of key personnel.	Page _____ to _____ page
11.	Type of service being offered.	

		Page _____ to _____ page
12.	List of clients' alongwith their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them. a) Electricity Companies/ Board. b) Others.	Page _____ to _____ page Page _____ to _____ page
13.	Details of Empanelment accreditation Electricity Board/Companies/other Client alongwith empanelment/accreditation letter.	Page _____ to _____ page
14.	Letters/certificates for successful completion of work from Electricity Companies/Board/other.	Page _____ to _____ page
15.	Details of any collaboration/tie up with Indian/Overseas Agency/Organization.	Page _____ to _____ page
16.	Any other additional information/certificate.	Page _____ to _____ page
17.	Details of vehicles availabale with the agency.	

Bid Enclosed

SECTION-VI

(Authorised Signatory)

SECTION-VI

PART-I

Format for Technical Bid Submission

To

Sub: Hiring of vehicles for SE/R-APDRP against TER-29/SE/R-APDRP/Vehicle.

Dear Sir,

This is with reference to your office tender enquiry No. TER-29/SE/R-APDRP / Vehicle dated 19.09.2018 for hiring of vehicles for SE/R-APDRP, DHBVN, Hisar. 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) GST number of the Bidder:-
- (F) Details of the past experience of the bidder:-
- (G) Detail of the vehicle offer by the bidder:-

Authorized Signatory
With Stamp & Signature

Format for Price Bid Submission

To

Subject: Hiring of vehicles for SE/R-APDRP against TER-29/SE/R-APDRP/Vehicle.

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 financial offer of our firm is given as under:

Sr. No.	Type & Description of vehicles	No. of vehicle offer	Fix price per month (Rs.) of vehicles for mileage for/ up to 3000 KM per month. (in figures as well as in Words)	Rate per KM for additional KM excess in 3000 KM per month. (in figures as well as in words)

Notes:-

(1) The above prices are inclusive of all taxes & duties, except the following, which are reimbursed / paid by the Nigam during the currency of contract.

(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. 200 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 columns shall be clearly filled in ink legibly or typed. The tender should quote the number, rates and amount tendered by him / them in figures as well as in words. Alterations, if any, unless legibly attested by the tender shall disqualify the tender. The tender shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

Authorized Signatory
With Stamp & Signature

Annexure

Sr. No.	Section no. of the bid document	Reference of clause no.	Deviation Proposed

Authorised Signatory
(Seal/Rubber Stamp)