

DIRECTORATE OF STATE TRANSPORT, HARYANA
2nd Floor, 30 Bays Building, Sector-17, Chandigarh.

NOTICE INVITING E-TENDER

On line e-tender are hereby invited for providing skilled manpower for resoling of various sizes of Nylon and Radial worn-out tyres and for supply of single jet car washing machines for the depots of Haryana Roadways: -

S.No.	Description	Approx value	EMD	Tender No.	Eligibility Criteria
1.	Providing manpower for repairing and retreading of Nylon and Radial tyres of the size 9.00x20, 9.00R 20 and 10.00R 20 sizes.	₹25 lac	₹50,000/-	1/2015-16/SPA-2/Tech.	Tenderer should have at least one year experience of retreading of nylon/radial tyres.
2.	Purchase of Single Jet Car Washing Machine	₹2.5 lac	₹10,000/-	2/2015-16/SPA-2/Tech.	Manufacturer of the machine

The tender can be downloaded from the main portal <http://haryanaeprocurement.gov.in> w.e.f. 1.06.2015 at 15.00 hours and the last date of submission of online tender is 25.06.2015 up to 15.00 Hours. The last date of submission of tenders in physical form is also 25.06.2015 up to 15.00 Hours. For any clarification bidder may contact Help Desk No.: 1800 180 2097 (Toll free).

Director, State Transport,
Haryana, Chandigarh.

TENDER NOTICE
Transport Department, Haryana
(HARYANA ROADWAYS)
2ND FLOOR, 30-BAYS BUILDING, SECTOR 17-C, CHANDIGARH

e-Tenders are invited for purchase of below mentioned items in **two bid system** i.e. Technical Bid and Financial Bid:-

Sr. No.	Name of Group/Item	Approx. value (In ₹ lacs)	EMD to be deposited (In ₹ lacs)	Tender Number	Date & Time of downloading of e-Tender	Date & Time of closing of e-Tender
1	Providing manpower for repairing and retreading of Nylon and Radial tyres of the size 9.00x20, 9.00R 20 and 10.00R 20 sizes.	Rs.25 lac	Rs.50,000/-	1/2015-16/SPA-2/Tech.	01.06.2015 17.00 Hrs.	25.06.2015 15.00 Hrs.
2	Purchase of Single Jet Car Washing Machine	Rs.2.5 lac	Rs.10,000/-	2/2015-16/SPA-2/Tech.	01.06.2015 17.00 Hrs.	25.06.2015 15.00 Hrs.

The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>. Earnest Money Deposit and Tender document Fee have to be deposited through **Demand Drafts in favor of "Director General State Transport, Haryana, Chandigarh."**

Willing Contractors shall have to pay the e- Service Fees of ₹1000/- in form of **Demand Draft in favor of 'Society for IT initiative fund for e - Governance'** payable at **Chandigarh**. However, the details of the EMD, Tender document Fee & E – Service Fee are required to be filled/ provided scan copies at the time of online Bid Preparation Stage; the Bidders are required to keep the EMD, Tender document fee & E- Service fee details ready beforehand. The firm like Chassis Manufacturers, Single Source Original Equipment Supplier firm and Public Sector Undertakings are exempted to deposit Earnest Money and Security vide Financial Commissioner & Principal Secretary to Govt. Haryana, Finance Department U.O. No.12/1/2011-IFG-II/1166 dated 17.8.2011 may upload the scan copy of their undertaking that their firm is exempted to deposit the Earnest Money.

The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Tenderer's Stage	Start date and time	Expiry date and time
1	-	Tender Document Download and Bid Preparation	01.06.2015 17:00 Hrs	25.06.2015 15.00 Hrs

2	-	Manual submission of documents along with Tender document fee, EMD and E-Service fee etc.	25.06.2015 15.00 Hrs.
3	Technical Opening	-	25.06.2015 15.15hrs
4	Shortlisting of Technical bids & Opening of Financial Bid		Will be intimated to the firms on their E-mail

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 eProcurement 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, 11nd 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 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).

2.5 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:

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 <http://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to bid online on the portal <http://haryanaeprocurement.gov.in> , the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are 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 eProcurement system on the Home Page at <http://haryanaeprocurement.gov.in>

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <http://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/offline Payment of Tender Document Fee, eService fee, EMD fees.

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 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.

The electronic payments gateway service shall be integrated **with the system very soon till then it will be submitted manually.** Hence, the bidders have to provide information and credentials related to manual payment submission at single portal e - Procurement system, under Technical Envelope of the respective tenders.

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 <http://haryanaeprocurement.gov.in>.

(B) For help manual please refer to the 'Home Page' of the eProcurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to bid online' to download the file.

ANNEXURE-I

DIRECTORATE OF STATE TRANSPORT, HARYANA
2nd Floor, 30 Bays Building, Sector 17, Chandigarh-160017

E-TENDER TERMS AND CONDITIONS

Providing Manpower for resoling/retreading of various sizes of Nylon/Radial Tyres at Haryana Roadways Central Workshops, Karnal and Hisar.

Last date for submission of e-tender

25.06.2015 at 15.00 hrs.

Opening of e-tender

25.06.2015 at 15.15 hrs onward.

1.	Eligibility criteria	<p>1. The tenderer should have at least one year experience of resoling of tyres.</p> <p>2. Tenderer should possess Provident Fund Account No. and ESI Number (proof to be attached with tender documents)</p> <p>3. Tenderer should have capacity to provide manpower to resole at least 1200 worn-out tyres per month in multiple shifts.</p> <p>(a) Copy of work orders against which tendering firm had re-soled the tyres.</p> <p>(b) Detail of EPF & ESI deposit of the employees, who were engaged for re-soling of tyres by the firm/contractor.</p> <p>(c) Details of TDS and Service Tax deposited during last 2 financial years.</p> <p>(d) Copy of balance sheet duly signed by CA for the last 2 financial years.</p> <p>4. Tenderer will be required to submit copy of his registration certificate as per rules. Further, tenderer should get licence under the Contract Regulation & Abolition Act, 1970 after getting the contract.</p>
2.	Earnest Money & Tender fee	<p>Tenderer shall submit non-interest bearing EMD of ₹50,000/- and tender fee of ₹2000/- in favour of Director General, State Transport, Haryana, Chandigarh through Demand Draft along with the Technical Bid. EMD will be refunded on receipt of Bank Guarantee of successful bidder. In addition to the above, firms/contractors should apply on-line and deposit demand draft/bankers cheque of ₹1,000/- payable to "Society for IT Initiative-Fund for e-Governance" payable at Chandigarh along with physical copy of Technical Bid.</p>
3	Validity of tender	<p>The quoted rates will be valid for 90 days from the date of opening of tender and validity of contract will be 12 months from the date of decision/date of placing work order.</p>
4	Bank Guarantee	<p>The selected tenderer will have to submit Bank Guarantee of ₹2.50 lacs of any scheduled Bank valid for 18 months. This is liable to be revoked/forfeited in case of failure to meet the contractual obligations including timely resoling of offered tyres.</p>
5	General Conditions	<p>1. Selected tenderer will be responsible for any injury/injuries to its employees while working in Haryana Roadways Central Workshops at Karnal and Hisar being the Employer of the</p>

	<p>employees working under him.</p> <p>2. GM/DTC, Haryana Roadways Central Workshops, Karnal/Hisar reserved the right to engage more than one contractor at any time, keeping in view the demand of resoled tyres.</p> <p>3. Quality of work will be supervised by the supervisors/officers of Haryana Roadways Central Workshops. If resoling of tyres was not found satisfactory, then material damaged/spoiled and the other overheads will be recovered from the pending payment/Bank Guarantee of selected firm.</p> <p>4. Any intentional damage to plant, tools and machinery of the Haryana Roadways Central Workshops during the course of resoling will be recovered from the contractor's pending payment/Bank Guarantee deposited by him.</p> <p>5. If the selected tenderer fails to resole the requisite Nos. of tyres, delay penalty @ 2% of the total manpower cost of less resoled tyres will be imposed and recovered from the pending payments/Bank Guarantee deposited.</p> <p>6. Continuous failure to resole required Nos. of tyres per calendar month for three months will render the tenderer liable for forfeiting the Bank Guarantee deposited by the selected firm and it will be further debarred for participation in future for similar tenders for one year.</p> <p>7. Raw materials, machinery and consumables including electric power and water supply will be supplied by the Haryana Roadways Central Workshops.</p> <p>8. All taxes including service tax as per Govt. instructions will be deducted by the Haryana Roadways Central Workshops while making payment to the contractor. However, the same shall be deposited by Haryana Roadways Central Workshops in the concerned account of the contractor.</p> <p>9. Tenderer can inspect/check tool & plants and other infrastructure available in Haryana Roadways Central Workshops for resoling of tyres at Haryana Roadways Central Workshops, Karnal/Hisar on any working day from 9.00 a.m. to 5.00 p.m.</p> <p>10. All the materials required for resoling of tyres will be provided by Haryana Roadways Central Workshops. Tenderers are required to quote rates for providing manpower only.</p> <p>11. Haryana Roadways Central Workshops will like to get 1500 tyres (approx.) resoled every month but this quantity can increase/decrease as per the demand of Haryana Roadways depots.</p> <p>12. Annexure-I, II (Technical) and III (Commercial) are to be submitted in separate envelopes clearly stating Technical Bid and Financial Bid on the top of envelopes along-with tender fee, EMD and additional draft of ₹1,000/- in the technical bid envelope.</p> <p>13. Any conditional terms and conditions mentioned by the tenderer in its covering letter or in the tender documents will not be accepted.</p>
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6.	Specifications	The selected tenderer has to resole the tyres as per specification/requirement of Haryana Roadways Central Workshops.
7	<p>The tender would be decided on the basis of the best valid rates quoted. As per policy of the department of Industries & Commerce Department, Govt. of Haryana for procurement of stores, goods and services & turn-key contracts negotiations regarding issued vide its circular No.2/2/2010-4/IB-II dated 16.6.2014, the negotiations could be held up to L-3 bidder, if the difference between L-1 quoted rate and those quoted by L-2 and L-3 is within 5% of the L-1 quoted rate. In case where the L-1 bidder refuses to further reduce his offered price and the L-2 or L-3 bidders come forward to offer a price which is better than the price offered by the L-1 bidder, the bidder whose price is accepted becomes the L-1 bidder. However, in such a situation, the original L-1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L-1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L-1 bidder.</p>	
8.	<p>All the participating tenderers will be required to submit an affidavit along with tender (technical bid) that they have not been blacklisted by any Centre/State Govt. Deptt/STU/PSU. Any tenderer that has been black-listed by any such agency will not be allowed to qualify in the technical bid.</p>	
9.	<p>Haryana Roadways Central Workshops at Karnal/Hisar will release the due payment of the selected tenderer within 30 days from the date of receipt of the bills along with the undertaking that it is having no pendency of the due payment of his employees engaged in resoling of tyres for more than last 15 days from the date of submission of bills. The selected tenderer will not be allowed to claim any advance payment of any kind during the course of execution of the tender.</p>	
10.	<p>Delay in releasing payments to the selected firm beyond the stipulated credit period of 30 days, unless supported by cogent reasons and approved by Director General, State Transport, Haryana, Chandigarh will attract penal interest on the defaulting amount @ ₹25/- per rupees one lac per day of delay, beyond the stipulated credit period. Non provision of adequate budget/funds will be no ground for delay in payments to the supplier.</p>	
11	<p>In case bidder withdraws/modifies its offer within the validity period, submits forged/fake documents or do any unethical/un-business like activity, do not accept the work order, do not resole tyres timely, does not submit Bank Guarantee etc. then EMD of the firm will be forfeited immediately and the selected tenderer will be liable for penal action including criminal proceedings as per the facts and circumstances of the case.</p>	

12	Director General, State Transport, Haryana, Chandigarh reserves the right to modify/ revoke the work order at any point of time without assigning any reason.
13.	Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm.
14.	Arbitration: All disputes & difference rising out of or concerning whatsoever, shall be referred to the sole arbitrator, i.e. Principal Secretary to Govt., Haryana, Transport Department acting as such at the time of the reference. There will be no objection to such appointment that the Arbitrator so appointed is a Govt. servant, that he has to deal with such matter in the course of duties as Govt. servant and might have expressed views on all or any of the matters in disputes or differences. The award of such Arbitrator shall be final and binding on the parties involved. The arbitrator has the powers to extend the time for making the award on request from either of the parties.
15	Jurisdiction: Any dispute or difference or claim etc. shall be subject to the exclusive jurisdiction of courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this tender.

Director General, State Transport, Haryana, Chandigarh reserves the right to accept or reject the tender without assigning any reason.

Certified that I/We have read out/understood above all terms and conditions and accepted them unconditionally and enclosed duly self attested and stamped copy with Technical Bid.

Date:

**Signature of authorized
person of firm with rubber seal**

Annexure-II

TECHNICAL BID FORM

Tenderer to fill the following details and to attach proof wherever necessary or asked in Annexure-I & II.

1.	Name of the tenderer with full address including Fax & e-mail ID etc.	
2	Name of contact person with Mobile No., Fax No. & e-mail ID.	
3	Bank Details of the tenderer including PAN No. of the tenderer.	
4	Tenderer should have 1 year experience of resoling of tyres (attach proof).	
5	Tenderer should have EPF/ESI/Service Tax (attach proof).	
6	Selected tenderer will have to submit an undertaking for obtaining licence under the Contract Regulation & Abolition Act. 1970 (in case of contractor). In case of Registered firm/company, a copy of registration will have to be attached.	
7	Tenderer will have to submit an undertaking that he is able to resole minimum 1200 tyres per month.	
8	Tenderer will have to accept that in case of continuous failure to resole minimum 1200 tyres per calendar month for three months on being asked to resole these tyres, will render him liable for forfeiting the Bank Guarantee deposited by him and he will be declared debarred for participation in future tender for one year.	
9	Tenderer will have to accept that if he fails to resole minimum 1200 tyres per calendar month, delay penalty @ 2% of the total manpower cost of less resoled tyres will be imposed and recovered from the pending payments/Bank Guarantee deposited by him.	
10	Tenderer shall submit EMD of ₹50,000 lacs in favour of Director General, State Transport, Haryana payable at Chandigarh through Demand Draft along-with the Technical Bid. EMD will be refunded on receipt of Bank Guarantee. (please mention name of	Bank Name _____ DD No. _____

	Bank, DD No. & date).	Dated
11	Tenderer will have to accept that the firm will be responsible for any injury/injuries to its employees while working in Haryana Roadways Central Workshop, Karnal/Hisar being the Employer of the employees working under it.	
12	Tenderer will have to accept that the firm will be sole responsible for depositing EPF & ESI contribution every month of its employees and will submit the challan copy every month along with the bills in the prescribed proforma.	
13	Tenderer will have to accept that the firm will arrange manpower to resole minimum 1200 tyres per month as per requirement/specifications of Haryana Roadways Central Workshop, Karnal/Hisar.	
14	Tenderer will have to accept that all serviceable tool & plants that will be provided to the selected firm and will have to be returned back in serviceable condition at the conclusion of contract period.	

Certified that I/we have read out/understood above all terms and conditions and accepted them unconditionally and enclosed duly self attested and stamped copy with Technical Bid.

Date:

**Signature of authorized
person of firm with rubber seal.**

FINANCIAL BID**ANNEXURE-III****DIRECTORATE OF STATE TRANSPORT, HARYANA**
2nd Floor, 30 Bays Building, Sector 17, Chandigarh

Full Name and Address of Tenderer with Phone no. _____

Sr. No.	Detail of works	Rate of providing manpower per patch or per tyre in ₹
1	Repair of tyre (patch work)	
2	Retreading of Nylon tyre 9.00x20	
3	Retreading of Nylon tyre 10.00x20	
4	Retreading of Radial tyre 9.00R20	
5	Retreading of Radial tyre 10.00R20	

Signature of Tenderer
(with seal)

Price: ₹1,000/-

TERMS AND CONDITIONS
(For Single Jet Car Washing Machines)

1. Earnest money of ₹10,000/- (Rupees Ten thousands only) in the form of Bank draft in favour of Director/Director General, State Transport, Haryana payable at Chandigarh should accompany the physical technical bid of the tender without which the tender shall be rejected. The said amount will be liable to be forfeited if any successful tenderer failed to accept/ execute the order in time or fails to submit Bank Guarantee for performance of contract as well as equipment as per supply order. Earnest money will not be accepted in any other form. . In addition to the above, firms/contractors should apply on-line and deposit demand draft/bankers cheque of ₹1,000/- payable to 'Society for IT Initiative-Fund for e-Governance' payable at Chandigarh along with physical copy of Technical Bid.
2. The successful tenderer will have to furnish security by way of bank guarantee equal to 10% of the value of the supply order for performance of the contract as well as equipment during the warranty period. The Bank Guarantee will be encashed if the selected firm fails to adhere to the terms & conditions of the contract.
3. Earnest money/security already deposited with any other tender of State Transport department, Haryana will not be adjusted.
4. The manufacturers of the equipment/machinery only are eligible to participate in tender. Such manufacturers should also give details and documentary proof of the having supplied such Single Jet Car Washers to other State Transport Undertakings/known Public Sector Undertakings (Central/State) along with performance certificate of the same from the users, issued during the last two years. The tender documents should be duly paged and photo copies of relevant attached documents should be duly signed and stamped.
5. Conditional offers are liable to be rejected.
6. The offer should be valid for a period of three months from the date of opening of the tenders.

7. The validity of the finalized/purchase rates will be for one year from the date of decision. The basic price should remain fixed over this period of one year. However, any increase/decrease in Govt. levies (on contracted items only) will be applicable on production of documentary proof thereof, if the delivery schedule permitted items to be supplied after the change in Govt. duties/taxes.
8. The rates should be quoted inclusive of Excise Duty, Sales Tax/Inter State Tax and Transit Insurance, etc. otherwise the offer will be presumed to be inclusive of all such taxes. The format for submission of the financial bid as provided in the tender documents should be duly filled in and uploaded on-line. Minimum warranty of 18 months shall be offered. The warranty shall be offered by the manufacturer and the sole selling agent/distributor of the manufacturer will not be allowed to offer warranty services. The rates and units shall not be over-written. Tendered rates should be submitted both in figures and words. The tendering firms must attach with the offer the latest copy of notifications regarding the applicability of taxes/duties for the item for which they are quoting the rates. The tendering firms should also send notifications, if revised, during the course of finalization of purchase and also must send/bring the latest copies of the notifications even at the time of meetings convened for the finalization of the purchase.
9. In case of non/short supply of material as per delivery schedule, the stores will be purchased having similar specifications, terms & conditions from other source at the risk and cost of the selected tenderer. The excess cost thus incurred will be recovered from the selected tenderer from its pending bills/ Bank Guarantee/through legal action. The procedure of risk and cost purchase will be adopted after serving a registered notice to the tenderer for the supply of material within 15 days without prejudice to the other accepted terms & conditions of the contract/supply order.
10. The number of equipments to be supplied can be increased or decreased up to 25% of indicated quantity of 05 units as per the requirement of the department during the validity period of the offer on the same rates and terms & conditions.

11. The delayed consignment unless supported by cogent reasons for delay and approved by Director/Director General, State Transport, Haryana will be subjected to penalty @ 2% per month of delay or part thereof of the value of the stores supplied after their due delivery date.
12. The purchase would be decided on the basis of the best valid rates quoted. As per policy of the department of Industries & Commerce department, Govt. of Haryana for procurement of stores & goods and turnkey contracts-negotiation regarding issued vide its circular No. 2/2/2010-4/IB-II dated 16.6.2014, the negotiations could be held up to L3 bidder, if the difference between L1 quoted rate and those quoted by L2 & L3 is within 5% of the L1 quoted rate. In cases where the L1 bidder refuses to further reduce its offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L1 bidder.
13. Any firm that has been blacklisted by Central Govt./any State Govt./PSU/STUs on the basis of submitting of the forged documents/non supply of material/failure of random sample/non-complying the contract obligations etc. shall not be allowed to participate in future tenders and all the participating firms will be required to submit an affidavit along with tender that the participating firms have not been blacklisted by Central Govt./any State Govt./PUS/STUs. In case contents of affidavit are not found correct during the course of decision making, the offer of the firm will not be considered. In case of it being found not correct during supply of ordered stores, supply of balance order quantity will be cancelled along with encashment the EMD/BG deposited by the firm. However, balance ordered quantity will be purchased from other alternate source at the risk and cost of firm and extra cost involved will be recovered from en-cashed EMD/BG or through law of Court.
14. 90% payment of supplied stores will be made within thirty working days after the receipt of the inspected machinery by the concerned consignees and balance 10%

payment within 45 days from the date of commissioning of stores and receipt of satisfactory performance report from the concerned consignees.

15. The firm will have to supply the evidence of Excise Duty paid along with each invoice.
16. The firm should have capability to supply the tendered quantity.
17. In the event of tenders being submitted by a firm, it must be signed separately by each partner thereof and or in the event of absence of any partner, it must be signed by a person holding a Power of Attorney, authorizing him to do so. In case of a company, it should be executed in the manner laid down in the said Company's Articles of Association. The signatures on the tender shall be deemed to be that of the authorized signatory.
18. Delivery period: Stores are required urgently and as such the earliest delivery period should be quoted. The delivery period shall not exceed 60 days from the date of issue of confirmed supply order.
19. The tendering firms must furnish essential documents with the offer such as earnest money, acceptance of tender terms, tender fee, leaflets and manufacturer's registration certificate without which the tender is liable to be rejected. The deficiency in the remaining documents such as technical specifications, test reports and sample etc. can be made subject to the decision of Director General, State Transport, Haryana.
20. The company should be a profit making unit and should have a turnover of Rs.50.0 lakh per annum (minimum) for past two years and should also enclose ISO Certification, if any.
21. The firm will subject to fall clause. The price offered in the tender for the stores shall not exceed in any way from the lowest price at which the tenderer might have supplied the store of the identical description to DGS&D, New Delhi, State Govt. Institutions/ Undertakings/any STU/any firm with what-so-ever identity or an individual during the delivery period/currency period of supply order. If at any time during the delivery period/ currency period of the supply order, the successful tenderer reduces the rates/ sales-price of the quoted stores to any person at the price lower than the price chargeable under the supply

order/contract, the tenderer should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderer shall promptly notify the reduction of rates to this office. The tenderer shall also give a certificate on the bills that the rates charged by them are not in anyway higher than those quoted by them to the DGS&D, New Delhi and other State Government Institutions etc. as mentioned above during the currency period.

- 22(a) The Director/Director General, State Transport, Haryana 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 are within 10% of the lowest acceptable price, other terms & conditions and specifications mentioned in the NIT being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price.
- (b) Director General, State Transport, Haryana reserves the right during the evaluation to allow discount of 50% of VAT revenue accruing to the State of Haryana from the composite price bid of the bidder, while comparing the bids received in response to this NIT and L-1, L-2 and L-3 bidder status would be determined accordingly. However, capacity of raising the bill of the stores from Haryana State should be available with the bidder on the closing date of the tender.
23. If any dispute arises between the parties, the same shall be referred to the Sole Arbitrator i.e. the Principal Secretary to Govt., Haryana, Transport Department, Chandigarh. If any legal proceeding arises between the parties thereafter, the same shall have to be instituted in the Courts situated in Chandigarh only. No other court shall have jurisdiction to entertain a dispute arising out of the agreement. There will be no objection to such appointment that the Arbitrator so appointed is a Govt. servant and that he has to deal with the matter to which this agreement relates in the course of duties as such Govt. servant and might have

- expressed views on all or any of the matters in dispute or differences. The award of such Arbitrator shall be final and binding on both the parties to this Agreement. The Arbitrator so appointed shall have power to extend the time of making of award on request from either of the parties or otherwise.
24. All dispute and difference or claim etc. shall be subject to the exclusive jurisdiction of the Courts situated at Chandigarh only. No other court shall have jurisdiction to entertain or try any matter concerning the supply order/contract.
25. The complaints, if any, received from the concerned consignees regarding performance of the equipment during the warranty period should be immediately attended to by the firm and the same should be resolved within 72 hours of the lodging of the complaint by FAX/e-mail to the entire satisfaction of the consignee concerned, failing which a penalty amounting to Rs.100/- per day for each day of delay for the first seven days will be imposed and thereafter it will increase to Rs.200/- per day for the next seven days. If the complaint is not resolved within two weeks or the same defect continues to persist, the action will be taken to en-cash Bank Guarantee of the firm.
26. The consignees will be the depots of Haryana Roadways.
27. The Director General, State Transport, Haryana will have the right to increase/decrease the number of equipments to be supplied or to cancel the tender without assigning any reasons.

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Director/Director General, State Transport,
Haryana

SPECIFICATIONS OF CAR WASHER

Heavy duty car washer, single adjustable gun, double plungers, driven by a minimum 3HP 440V AC induction Motor of Crompton Greaves/Kirloskar make, operating pressure of up-to 25 kg/sq cm with water delivery of minimum 13 ltrs/minute, without tank .complete with DOL (i.e Direct-on-line) starter, one nozzle, one High Pressure water Hose of minimum length 15 mtrs, suction strainer and suction pipe 2 metre long, V-Belt motor pully with 3 HP Motor, 3 Phase 1440 RPM ISI marked with suitable Siemen/Bhartiya Cutler Hammer (BCH) make starter.

ANNEXURE-II

PERFORMA FOR THE SUBMISSION OF FINANCIAL BID

Name of the manufacturing firm

1. Basic price per complete unit (₹)

(i) Excise duty @ (₹)

(ii) Sales Tax @ (₹)

(iii) VAT/Octroi @ (₹)

(iv) Packing & Forwarding (₹)

(v) Net Rate per unit (₹)

2. FOR (Ex-Works/destination)

(Authorised Signatory of the firm
with Rubber Seal)

ANNEXURE-I

PROFORMA FOR SUBMISSION OF TECHNICAL BID

S.No.	Description	Yes/No	Documentary evidence attached or not?	Page No. of the tender.
1.	Tender fee amounting to ₹1,000/- has been paid or not? Give DD No. and date of the tender fee.			
2.	EMD of appropriate value as per NIT attached or not? Give DD No. & Date.			
3.	Are you a manufacturer of the tendered item? The turn over and profit earned during the past two years should also be mentioned along with documentary proof.			
4.	Are you having experience of supply of similar machines to at-least one STUs/Public Sector Undertaking? If yes, attach proof with performance certificate issued in previous two years.			
5.	Do you agree to adhere to all the terms & conditions of NIT and other terms & conditions of tender (Sr. No. 1 to 26)? If yes, attach copy of terms & conditions duly signed and stamped by the person signing the tender or authorized signatory.			
6.	Validity of offer			
7.	Free of cost training of proper maintenance.			
8.	Warranty period (18 months minimum).			
9.	Complaint resolving time.			

Signature of Authorized person with Rubber
Seal of manufacturing firm

Place:

Date: