



SHRI VISHWAKARMA SKILL UNIVERSITY

(Enacted Under Government of Haryana, Act No. 25 of 2016)

Transit Office: Plot No. 147, Sector-44, Gurugram (Haryana)

Phone: 0124-2746800 Visit us at: www.svsu.ac.in

Tender Document

“HIRING OF VEHICLES OPERATING ON LEASE BASIS”

1. Notice Inviting Tenders

Sub: Notice Inviting Tenders for “Hiring of Vehicles Operating on Lease Basis” (Tender No: SVSU/TRANS/2021/279)

Shri Vishwakarma Skill University, Haryana invites online Tender “**Hiring of Vehicles Operating on Lease Basis**” through e-procurement on portal <https://etenders.hry.nic.in> from well established, reputed, and financially sound firms as per TENDER document. The TENDER documents may also be downloaded from website (<https://www.svsu.ac.in>) of Shri Vishwakarma Skill University, Haryana for reference only. A minimum eligibility criterion has been given in TENDER document.

The tentative requirement is given below: -

S.N.	Type of vehicle	Nos. Required	Period of Lease
1	Toyota Innova Crysta BS6 (Petrol, Top Model, Manual) Brand new Vehicle	01	36 months

A part from uploading e-tender on website, bidder has to deposit EMD and Tender Fee + E-service fees along with other documents.

1.1. SCHEDULE

1.	Tender No	SVSU/TRANS/2021/279
2.	E-Service Fee + GST	1000/- + 180/- = 1180/- (Rupees One Thousand One Hundred Eighty Only)
3.	Tender Fee + GST	
	(1) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the “Haryana State Public Procurement Policy for MSME -2016” notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016.	NIL
	(2) For Haryana based manufacturing Startups/First Generation Entrepreneurs eligible as per State policy “Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State” issued vide G.O No.2/2/2016-4I B-II dated 03.01.2019.	NIL
	(3) For remaining bidders both from the	2000/- + 360/- = 2360/- (Rupees

	Haryana and Non Haryana	Two Thousand Three Hundred Sixty only)
4.	EMD Amount	
	(1) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME -2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016.	NIL
	(2) For Haryana based manufacturing Startups/First Generation Entrepreneurs eligible as per State policy "Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State" issued vide G.O No.2/2/2016-4I B-II dated 03.01.2019.	NIL
	(3) Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana	NIL
	(4) For remaining bidders both from the Haryana and Non Haryana	40000/- (Rupees Forty Thousand only)
5.	Performance Security	10% of contract value
6.	Issue of Tender Document (Date of uploading of Tender & other Documents) (online)	03/12/2021 at 16:30 Hrs.
7.	Online Tender Download/Purchase Start Date	03/12/2021 at 16:30 Hrs.
8.	Last date for receipt of queries through Mail	04/12/2021 Up to 15:00 Hrs.
9.	Date of pre bid meeting	06/12/2021 at 11:00AM
10.	Online proposal Submission Start Date	03/12/2021 at 16:30 Hrs.
11.	Online proposal Submission End Date	13/12/2021 Up to 14:00 Hrs.
12.	Opening of Technical Bid	14/12/2021 at 11:00 Hrs.
13.	Financial Bid	Subsequent date to be informed later.
14.	Validity period of Proposal	180 Days from the opening of financial bid.
15.	Address of Communication	Registrar Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram Haryana - 122003
16.	Contact Officer Name, Phone Number and Email ID for this tender	Mr. Amit Vashist 7015961188 tenders@svsu.ac.in

Note:

- Tender document can also be downloaded from University Website www.svsu.ac.in
- Amendments to TENDER, if any, would be published on e-procurement website <https://etenders.hry.nic.in> only and not in newspaper.
- The concessions/benefits to MSMEs/startup subject to fulfilment/eligible as per Haryana State Public Procurement Policy for MSME -2016 notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and turnover criteria as per Haryana Government (or as amended from time to time in this regard).
- Queries will be sent to the Officer appointed for this tender. Each Bidder will send only one e-mail containing the Pre-Bid Queries, as per format mentioned below. In case of more than one e-mail, only the queries provided in the first e-mail will be considered.

S. No.	Clause/Section/Reference/ Page/Paragraph	Existing clause/RFP Text	Queries/suggestions
1.			

1.2. DISCLAIMER

The information contained in this Tender document or subsequently provided to the bidders, whether verbally or in documentary or any other form by or on behalf of Shri Vishwakarma Skill University, Haryana is provided to bidder on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

Information provided in this TENDER to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Shri Vishwakarma Skill University, Haryana accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Shri Vishwakarma Skill University, Haryana also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance or any bidder upon the statements contained in this TENDER.

Shri Vishwakarma Skill University, Haryana may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.

The issue of this TENDER does not imply that Shri Vishwakarma Skill University, Haryana is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and Shri Vishwakarma Skill University, Haryana reserves the rights to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Shri Vishwakarma Skill University, Haryana or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and Shri Vishwakarma Skill University, Haryana shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

2. Instructions to Bidders

2.1. Subject: Invitation for “Hiring of Vehicles Operating on Lease Basis”

Shri Vishwakarma Skill University, invites online Bids (Technical bid and Financial bid) from eligible and experienced firm for “**Hiring of Vehicles Operating on Lease Basis**” as per terms & conditions specified in the tender document.

Bidders can access tender documents on the website of the University and fill them with all relevant information and submit the completed tender document with E-service Fee, Tender Fee and EMD amount online as per the schedule to <https://etenders.hry.nic.in>.

2.2. INSTRUCTIONSTO BIDDER FOR E-TENDERING

Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable. Interested bidders can read the instructions related to e-tender system from the website www.etenders.hry.nic.in.

2.2.1. E-Tendering:

2.2.1.1. For participation in e-tendering module of Shri Vishwakarma Skill University, Haryana it is mandatory for prospective bidders to get registration on website <https://etenders.hry.nic.in>. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.

2.2.1.2. Tender documents can be downloaded from website <https://www.svsu.ac.in>. However, the bidders have to upload complete tender document online along-with deposit of EMD amount and Tender Document Fee + E-service fee.

2.2.1.3. E-service/gateway charges shall be borne by the bidders.

2.2.1.4. As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a **Class II Digital Certificate** shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities. Kindly note that it may take at least three-five working days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. Shri Vishwakarma Skill University, Haryana shall bear no responsibility/obligation for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.

2.2.1.5. If bidder is bidding first time for e-tendering, then it is



obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.

- 2.2.1.6. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- 2.2.1.7. Bidder must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>
- 2.2.1.8. Shri Vishwakarma Skill University, Haryana shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- 2.2.1.9. For any type of clarifications bidders/contractors can visit <https://etenders.hry.nic.in> and <https://www.svsu.ac.in>.
- 2.2.1.10. The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the followings.
 - 2.2.1.10.1. Affidavits.
 - 2.2.1.10.2. Authority Letter to Sign on behalf of bidder.
 - 2.2.1.10.3. Authority Letter for use of Digital Signature.
 - 2.2.1.10.4. Technical Bid with all relevant enclosures.
 - 2.2.1.10.5. The prospective bidders will upload scanned self-attested copies of technical bid as required in e-tendering process. Unattested documents will not be entertained.
- 2.2.1.11. The Tender document cost+ E-Service Fee and EMD amount is to be deposited online by bidder.
- 2.2.1.12. The tenders uploaded without/incomplete/partial EMD amount and tender fee + E-service fees shall be disqualified and Proposal will not be accepted.
- 2.2.1.13. Any change/modifications/alteration in the TENDER by the Bidder shall not be allowed and such tender shall be liable for rejection.

2.2.2. Technical bid: -

Bidders must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>. They shall have to submit the documents as prescribed in the TENDER online in the website. The bidders may submit their complete bids (with all the requisite documents) in multiple files.

2.2.3. Financial bid: -

Bidder must submit the Price/Financial bid document (BOQ) as per the format given in TENDER/available online and uploaded as per instructions therein. **Physical submission of price bid shall not be considered.** The financial bids of technically qualified bidders shall be opened online at the notified date.



2.2.4. For amendment, if any, please visit <https://etenders.hry.nic.in> web site regularly. In case of any bid addendum/amendment/corrigendum/Notice/clarification, the responsibility lies with the bidders to note the same from web site. The **Shri Vishwakarma Skill University, Haryana** shall have no responsibility for any delay/omission on part of the bidder.



<< Organization Letter Head >>

3. TERMS and CONDITIONS

3.1 Due date: The tender has to be submitted online on or before the due date. No application will be received through post/e-mail/fax. The University would not be responsible for any delay.

3.2 Tender Fee and E-Service Fee (Non-Refundable): The Bidder should submit a non-refundable tender fee and e-service fee online. The Technical Bid without Tender fee would be considered as UNRESPONSIVE and will not be accepted. The tender fee will not be returned/refunded to any Bidder under any circumstances. If the tender is cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.

3.3 Preparation of Bids: The Technical and financial offer/bid should be submitted online. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate the price for the items/vehicle mentioned in the technical bid. All pages of the technical bid have been signed with seal of firm by bidder/authorized signatory. Unattested documents will not be entertained.

Revision in the technical bid and financial bid quoted in the offer will not be entertained after the last date and time fixed for receipt of tenders.

3.4 Earnest Money Deposit (EMD) (if applicable): While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the Institute through the following instruments:

3.4.1 The Bidder should submit an EMD amount online. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The Earnest Money Deposit (EMD) in other form viz., Pay Order/Cheque etc. shall not be accepted.

3.4.2 No interest shall be payable by the LESSEE to the BIDDER on Earnest Money for the period of its currency.

3.5 Refund of EMD: The EMD will be returned without any interest to unsuccessful Bidders only after the award of Work Order. In case of successful Bidder, EMD will be returned without any interest after the submission of Performance Bank Guarantee.

EMD will not be refunded, if the work order/purchase order is not accepted by the successful Bidder. In case, the offer is accepted, but not honoured by the successful Bidder, the EMD will be forfeited.

The EMD will also be forfeited, if wrong information is furnished or any vital information is concealed in the tender document. Apart from it, he will be liable for any other action against him, as may be considered necessary by the Vice-Chancellor.

If the tender is cancelled or recalled on any grounds, the EMD will be returned to the bidder.

3.6 Opening of the tender:

- 3.6.1** On the due date of e-tender opening, the technical bids of bidders will be opened online. Shri Vishwakarma Skill University, Haryana reserves the right for extension of due date of opening of technical bid.
- 3.6.2** The bid will be opened by a committee duly constituted for this purpose in presence of Bidder's representative if available. Only one representative will be allowed to participate in the tender technical bid opening. The Bidder if interested may participate on the tender opening Date and Time.
- 3.6.3** Bid received without or incomplete Tender Fee or EMD will be rejected outrightly.
- 3.6.4** Tenders which do not fulfil any or all of the terms & conditions or incomplete, are liable to be rejected.
- 3.6.5** Incomplete bidding will not be accepted; in such case the bid will not be considered.
- 3.6.6** The technical bid will be opened first and it will be examined by a technical committee (as per specification and requirement).
- 3.6.7** The financial offer/bid will be opened only of those bidders who qualify on the basis of their Technical Bid and will be opened in the presence of the bidder/bidder's representatives subsequently for further evaluation. Only one representative will be allowed to participate in the Financial bid opening. The date & time of opening of the Financial bids will be intimated in the due course.
- 3.6.8** The Bidder should produce authorization letter from their company to participate in the technical bid opening and Financial bid opening.
- 3.6.9** The University may call bidders for demonstration and presentation during technical evaluation. The cost for the demonstration will be borne by the bidder and University will not pay any TA/DA for presentation/ demonstration. If any firm fails to successfully demonstrate the system quoted by them, the Bid of that firm will not be considered.
- 3.6.10** In case, due date for opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.

3.7 Acceptance/ Rejection of bids: The Committee reserves the right to reject any bid not fulfilling the eligibility criteria.

Eligibility Criteria:

- 3.7.1 Bidder should be well established, reputed, and financially sound firm.
- 3.7.2 Bidder should be a registered Company/Firm/Agency engaged in providing vehicles on hire/ lease basis, should have GST number and PAN number to be submitted.
- 3.7.3 Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between Bidder specification and supporting documents etc. may lead to rejection of the bid.
- 3.7.4 The firm/agency should not be black-listed/de-listed/debarred for poor or unsatisfactory performance from any projects by Govt. of India/Any other State Govt. /Haryana Govt. or its Departments/PSU/agencies etc.
- 3.7.5 The bidder should have Business experience spanning minimum 3 (Three) years in the business of providing vehicles on hire/ lease basis as on tender opening date (the firm will have to provide work order minimum three-year-old).
- 3.7.6 The Bidder should have executed at least Two Tender/contract of Rs. 10Lakhs (Ten Lakh) each for Operating Hire/ lease of vehicles to a PSU/ Govt. Department/ Autonomous bodies / Private Organization during last 3 financial years i.e. during 2017-18, 2018-19, 2019-20.
- 3.7.7 The bidder should have at least 2 similar or higher active model vehicles in their fleet under hire/ lease agreement. List of such vehicles and their work order to be provided along with the bid.
- 3.7.8 Incomplete Tender such as unsigned Tender, late submitted Tender, conditional Tender, not confirming to the eligibility criteria with supporting documents or with any vague term such as 'Extra as applicable' will stand rejected.
- 3.7.9 The Agency should not have incurred any loss for the last 3 financial years which is mandatory. Bidders should submit audited Balance Sheet, Profit and Loss statement, Turnover Sheet and Income Tax Return Acknowledgement Copy for last three financial years i.e. during 2017-18, 2018-19, 2019-20.
- 3.7.10 The bidder should submit Minimum 2 satisfactory/good performance reports for under-taken such work in India during last 3 years along with their work order/purchase order copy duly self-attested by bidder/authorized signatory, out of which one should be from government organization.

3.8 Performance Security:

- 3.8.1 Performance Bank Guarantee is mandatory.
- 3.8.2 The Successful Bidder shall require to submit the performance security/Guarantee for an amount (as stated at "Schedule "of this tender) in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at the "Schedule" of the tender document within 21 days from the date of receipt of work order/purchase order and should be kept valid for



a period of 180 days beyond the date of completion of contract period. The Performance security in other form viz., FD/Term Deposit Receipt etc. shall not be accepted.

- 3.8.3** The Successful Bidder should submit performance security/Guarantee as prescribed above to be received in the office of General Branch.
- 3.8.4** The Performance Bank Guarantee should be established in favour of Shri Vishwakarma Skill University," through any Bank situated at Gurugram or outstation with a clause to enforced the same on their local branch at Gurugram. Performance Bank Guarantee shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful Bidder and the Lessee under the terms and conditions of acceptance to tender.
- 3.8.5** If the lessor fails to submit the performance security within 21 days from the date of receipt of work order/purchase order and if there is delay in submission of performance security, purchase order may be cancelled. The competent authority may accept the performance security after the above mentioned deadline of 21 days subject to submission of justification by the Bidder, however the decision of the competent authority is final in this regard.
- 3.8.6** The successful Bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 3.8.7** The performance bank guarantee shall be kept valid during the period of contract.

3.9 Force Majeure: The Lessor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.9.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Lessor and not involving the Lessor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Lessee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.9.2 If a Force Majeure situation arises, the Lessor shall promptly notify the Lessee in writing of such conditions and the cause thereof. Unless otherwise directed by the Lessee in writing, the Lessor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.10 Risk Purchase Clause: In event of failure to supply of the vehicle within the stipulated delivery schedule, the lessee has all the right to hire/lease



the vehicle from any other source on the total risk and cost of the lessor, under risk purchase clause.

3.11 Delivery and Documents: Delivery of the vehicle should be made within a maximum of 04 weeks from the date of receipt of purchase order/work order at Shri Vishwakarma Skill University, Dudhola, Palwal – 121102, Haryana or at that place to be informed by the SVSU. The lessor shall provide the following documents to the lessee:

3.11.1 Vehicle Registration Certificate

3.11.2 Insurance Certificate

3.11.3 Pollution Certificate

3.11.4 Fastag (Fastag should be maintained by the lessor and claim for the fastag amount, in the bill with the proper proof of the amount (Fastag Statement). In case of failure/shortage of amount in fastag, the double amount of the paid by the lessee shall be deducted from the monthly lease charges payable to the lessor.)

3.11.5 HSRP striker

3.11.6 Registration Certificate, Comprehensive Insurance and other relevant documents required for running the vehicles should bear names of leasing Company and SVSU both. The Vehicles should be registered in the name of SVSU. The Vehicles shall be registered with “white plate registration number “only.

3.11.7 The Lessor shall submit Lease/ Service Agreement, Registration Certificate(RC), Invoice for purchase of the Vehicle, Lease Rental Payment Schedule duly signed by the Lessor as early as possible.

3.11.8 In no case, whatsoever, lesser shall sublease or lien the vehicles under contract to any bank/ financial institutions/ agencies.

3.11.9 The vehicles to be used by SVSU shall not be interfered with in any manner whatsoever by the Lessor or any person claiming directly or indirectly to be the Lessor.

3.12 Liquidated Damages (L.D)/Penalty for Non-execution of Order: If a lessor fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the lessee to recover liquidated damages for delay in delivery from the lessor at the rate 1% (one percent) of the total cost of the contract (i.e total 3 years contract value on the basis of total monthly rental) per week or such other amount as the Registrar, SVSU, Gurugram may decide till the supply/work remains incomplete, provide that the total amount of the compensation shall not exceed 10% (ten percent) of the total cost of the Three monthly rental.

After the lapse of 15 days beyond the stipulated/extended period, it will be the discretion of the University to cancel the supply/work execution order at the risk and the cost of the Lessor/contractor. Besides, forfeiture of the Earnest Money/Performance Security, the University shall be at liberty to take such action as recovery of compensation to the extent of 10% of the amount of the total cost of the Three monthly rental, blacklisting, etc. An appeal against this penalty shall, however, lie with the Hon’ble Vice-



Chancellor (VC), Shri Vishwakarma Skill University, Gurugram, whose decision shall be final.

If the Liquidated Damage exceeds 10% of the total cost of the Three monthly rental, SVSU reserves the right to terminate the contract and SVSU will get the job completed by any other competent party. The difference of cost incurred by SVSU will be recovered from the Earnest Money Deposited/Performance Security submitted by the bidder.

3.13 Prices:

3.13.1 The price should be quoted in net per unit (after breakup) and must include all packing, forwarding, freight, insurance charges, loading, unloading, delivery charges, Excise duty/custom duty, Installation, commissioning, demonstration and training etc. may be quantified in terms of amount. The offer/bid should be exclusive of GST, which will be paid by the lessee as applicable. However, the percentage of GST shall be clearly indicated. **Charges not mentioned in the quotation/tender shall not be paid.** The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the lessee.

3.13.2 Prices charged by the lessor for services performed under the contract shall not be higher than the prices quoted by the Lessor in its Bid.

3.14 Agreement tenure & Contract period: An agreement shall be signed with successful bidder. The Agreement for hiring/lease the vehicles from the successful bidder will be valid for a period of Three Years (36 Months) for all vehicles.

After expiry of lease contract period the SVSU reserve the right to extend the contract period for any or all the vehicles as per requirements of SVSU on the rates negotiated (downwardly).

3.15 Resolution of Disputes: The dispute resolution mechanism would be as follows:

3.15.1 In case of Dispute or difference arising between the Lessee and a domestic lessor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Vice Chancellor, Shri Vishwakarma Skill University and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

3.15.2 In the case of a dispute between the lessee and a Foreign Lessor, the dispute shall be settled by arbitration in accordance with provision of sub-clause (i) above. But if this is not acceptable to the lessor then the dispute shall be settled in accordance with



provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

3.15.3 The venue of the arbitration proceeding shall be the Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana or such other places as the arbitrator may decide.

3.16 Applicable Law: The place of jurisdiction would be Gurugram/Palwal Haryana.

3.17 Right to Use Defective Goods: If after delivery, acceptance and within the contract period, the operation or use of the vehicle proves to be unsatisfactory, the Lessee shall have the right to continue to operate or use such vehicle until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Lessee's operation.

3.18 Transfer and Subletting: No transfer & subletting are allowed during the currency of the contract.

3.19 Lessor Integrity: The Lessor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

3.20 Fastag: Fastag should be maintained by the lessor and claim for the fastag amount, in the bill with the proper proof of the amount (Fastag Statement). In case of failure/shortage of amount in fastag, the double amount of the paid by the lessee shall be deducted from the monthly lease charges payable to the lessor.

3.21 Termination for Insolvency: The Lessee may at any time terminate the Contract by giving written notice to the Lessor, without compensation to the lessor. If the lessor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the lessee.

3.22 Governing Language: The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

3.23 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.

3.24 Notices:

3.24.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by e mail and confirmed in writing to the other party's address.



3.24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.25 Bid Currencies: Prices shall be quoted in Indian National Rupee (INR).

3.26 Taxes: Lessors shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted vehicles to the Lessee. However, GST in respect of the transaction between the Lessee and the Lessor shall be payable extra, if so stipulated in the order.

3.27 Payment:

3.27.1 100% payment of lease rental shall be made by the Lessee against successful/satisfactory work completed during the previous month.

3.27.2 Payment shall be released on receipt of the valid original bills in triplicate complete in all respect.

3.27.3 Lessor shall submit consolidated bill for the completed month of each working vehicle to the SVSU designated officer on the 1st day of every subsequent month.

3.27.4 The successful bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/lessor. The bidder company are required to give the following information for this purpose in the invoice: -

- Beneficiary Bank Name:
- Beneficiary Branch Name:
- IFSC code of Beneficiary Branch:
- Beneficiary Account No.:

3.28 User list: The List of Government Organizations/Department/PSU, List of Private Organizations and List of Performance Report for whom the Bidder has undertaken such work during last Three years must be provided. (Annexure-V).

Note: The bidder(s) are required to submit proper proof (Purchase Order/Work Order) duly self-attested by bidder/authorized signatory in support of the claim. Without Purchase Order/Work Order, experience and performance report shall not be considered.

3.29 Contact Person: The Bidder should mention names of Contact Person for service Bookings / Damage Repairs / other requests etc. in the Technical Bid. (Ref. to Annexure-VI)

3.30 Driver & Fuel: These vehicles shall be driven by SVSU officers themselves and/or SVSU Driver(s) and/or drivers outsourced by SVSU Officers, and shall be in SVSU possession during lease period and shall be maintained in good running condition by lessor. The fuel shall be provided by SVSU.



3.31 Insurance: SVSU will have no liability on insurance related claims on account of damage to the vehicle(s) during use subject to insurance claim being admissible by the insurer as per IRDA norms. The Lessor will take only Comprehensive Insurance Policy for the vehicles to be provided to the SVSU, including Insurance Management (Comprehensive, unlimited third party and personal accident covers for seating capacity of the vehicle including Driver). The bidder will have to raise & settle all insurance claims themselves including depreciation shortfalls.

3.32 Break-down services: In case the Vehicle is immobilized on road due to malfunction / accident, the Lessor shall arrange for its service / repair as the case may be so that it does not cause any inconvenience to its user. The lessor will also provide 24 hr breakdown assistance for which lessor shall provide single unified access number and email id for 24X7 service. The lessor shall provide an alternative vehicle of the same or better vehicle during the period the vehicle provided is under any kind of repairs and maintenance.

3.33 Repair and Maintenance: All running repairs and maintenance (other than major accident) will be rectified immediately by the Lessor at the sole risk, responsibility and cost of the Lessor. Regarding major accident, it will be repaired by the Lessor in Vehicle manufacturer's authorized workshop at the cost and risk of the Lessor subject to insurance claim being admissible by the insurer as per IRDA norms. Settling claims with insurance company will be the sole responsibility of Lessor and SVSU will have no liability in this regard. The repairs/replacements of parts not included in Insurance Claim shall also be Vehicle ride out by the lessor at its sole risk responsibility & cost.

The lessor shall provide schedule maintenance and service of vehicle as per contract.

A copy of the Maintenance Schedule will be furnished along with the Techno- Commercial Bid.

The lessor will arrange for repairs of all minor damages/Scratches in the vehicles after every six months at the sole risk & cost of the lessor.

3.34 Termination for Default:

3.34.1 The Lessee may, without prejudice to any other remedy for breach of contract, by written notice of one month for default sent to the Lessor, terminate the Contract in whole or part:

3.34.1.1. If the Lessor fails to deliver any or all of the Vehicles within the period(s) specified in the order, or within any extension thereof granted by the Lessee.

3.34.1.2. If the Lessor fails to perform any other obligation(s) under the Contract.

3.34.1.3. If the lessor, in either of the above circumstances, does not rectify its failure within a period of 15 days (or such longer period as the lessee may authorize in writing) after receipt of the default notice from the lessee.



3.34.1.4. If the Lessor, in the judgment of the Lessee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.34.2 For the purpose of this Clause:

3.34.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

3.34.2.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

3.34.3 In the event the Lessee terminates the Contract in whole or in part, the Lessee may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Lessor shall be liable to the Lessee for any excess costs for such similar Goods or Services. However, the Lessor shall continue the performance of the Contract to the extent not terminated.

3.35 Reservation of Rights:

3.35.1 The University reserved all the right to enhance or mitigate the quantity without any notice.

3.35.2 The University reserves all the right to accept or reject any or all tenders without assigning any reason what so ever at any stage and no further correspondence will be entertained in this regards.

3.35.3 The University reserved all the right to change any Date, Time and condition of Tendering without assigning any reasons.

3.35.4 The acceptance or rejection of the technical bid/tender will be the sole decision of the university.

3.35.5 The university is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract.

3.35.6 The University reserved all the right to call/demand any document from the bidder as and when required or to reject the bid.

3.36 Liabilities: Liability that may arise on account of certain events / conditions.

Liability on Theft or Total Loss of vehicle: In the event a vehicle is stolen or damaged beyond repair, in such an event, the whole and sole responsibility to get the claim from the insurance company shall lie with the lessor. Till the time the claim is settled lessor shall be responsible to provide a similar or better vehicle to the SVSU.

SVSU shall provide sufficient support to the bidder as per as the documentation (if required) for getting a claim from the insurance company is concerned.

3.37 Activities on Expiry / Termination / Cessation of lease period:

3.37.1 Immediately after the expiry / termination / cessation of the lease period, SVSU shall return to Lessor the following:

3.37.1.1. Delivery: The vehicle at the place where it was originally delivered in good order and condition, except for normal wear and tear shall be handed over to the leasing company. Upon termination of the contract for a vehicle, it shall be the responsibility of the Lessor to repossess physical delivery of that particular vehicle from the place where it was delivered.

3.37.1.2. Documents: Relevant documents with respect to the vehicle, including registration certificate in original and the original insurance policy

3.37.1.3. Keys & Accessories: Keys, Original as well as duplicate, of the vehicle and accessories fitted as original equipment on the vehicle

3.37.1.4. In case of any deficit/shortfall in the vehicle at the time of return on account of unusual wear and tear, absence of Registration certificate, duplicate keys, OEM accessories, spare tyre, tool kit etc, the cost of such shortcomings shall be on account of the Lessee. Lessor shall submit sufficient proof towards the same.

3.37.1.5. Payments: SVSU shall stop paying lease rentals for that particular vehicle from the date of termination of the contract.

3.38 Evaluation of Offer:

Evaluation will be done on the basis of following parameters:

3.38.1 Monthly rental: Monthly Executory Cost will include road side assistance, repair and maintenance cost, fleet management charges, accident depreciation waiver, Vehicle replacement services and other services provided by the Bidder.

For evaluation purpose, the value of contract shall be 2500 KM & 01 months per vehicle. (say 'X').

3.38.2 Excess mileage charges in Rupees per KM: For evaluation purpose the upper limit of excess KM will be 500 KM during for one month. However, the payment for excess KM will be made on actual KM run at the end of the month. (The value of excess KM charges, is say 'Y')

3.38.3 Less mileage discount in Rs. per KM: Evaluation will be done on the basis of extent of less mileage of 500 Km during for one month for evaluation purpose and discount rate quoted for the same. Extent of less mileage will represent the limit of discount permissible at the end of the month. (The value of less mileage discount KM charges, is say 'Z')

Note:

1. For the purpose of evaluation, the average of rentals computed as per (I), (II) & (III) above will be taken, i.e., **Total monthly rental to be considered for price evaluation will be $X + Y - Z$.**



2. The L1 bidder will be determined on the basis of lowest Total monthly rental cost.
- 3.38.4 L1 will be decided on the basis of the policy guidelines issued by Government of Haryana vide G.O. No. 2/2/2010-4I-BIII of dated 19/12/2011 (or as amended from time to time in this regard).
- 3.38.5 If in the event of a tie in L1 in the Financial bid, the university will negotiate with all the eligible bidders and the bidder whose quotes are lower than other bidders will be declared as L1.
- 3.38.6 Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - 3.38.6.1. Non submission of complete offers.
 - 3.38.6.2. Receipt of offers after due date and time and/or by post/email / fax (unless specified other-wise).
- 3.39 **Negotiation of Rates:** Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013, G.O. No.2/2/2010-4-IB-II dated 16.06.2014, G.O. No.2/2/2010-4-IB-II dated 09.02.2015 will be applicable. The policy guidelines are available at <https://haryanaeprocurement.gov.in> on home page under section as Tender Forms.”
- 3.40 **Sanctions for Violations:** Any breach of the aforesaid terms & Conditions and Schedule of Requirement (SOR), requirements & conditions by the bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the bidder) shall entitle the lessee to take all or any one of the following actions, wherever required:
 - 3.40.1 To immediately call off the pre-contract negotiations with other bidders without assigning any reason or giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
 - 3.40.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the lessee and the lessee shall not be required to assign any reason therefore.
 - 3.40.3 To immediately cancel the contract, if already signed without giving any compensation to the bidder.
 - 3.40.4 To recover all sums already paid by the lessee, and in case of an Indian bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the bidder from the lessee in connection with any other contract for any other bidder, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - 3.40.5 To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the bidder, in order to



recover the payments, already made by the lessee, along with interest.

- 3.40.6** To cancel all or any other contracts with the bidder. The bidder shall be liable to pay compensation for any loss or damage to the lessee resulting from such cancellation/rescission and the lessee shall be entitled to deduct the amount so payable from the money(s) due to the bidder.
- 3.40.7** To debar the bidder from participating in future bidding processes of the University for a minimum period of two years, which may be further extended at the discretion of the lessee.
- 3.40.8** Forfeiture of Performance Bank Guarantee in case of a decision by the lessee to forfeit the same without assigning any reason for imposing sanction for violation.
- 3.40.9** Legal action may be initiated against such Bidder in case any of the information submitted by the Bidder is found to be false at any stage of the contract.

3.41 BID SIGNING: The Tender must be signed by authorized signatory of the bidding firm/company on each page of the bid, along with seal of the firm/company.

3.42 Conditional Bid: Conditional Bid is not acceptable. Hence, the lessor is advised neither to alter the specification nor to mention anything on the Tender form, except cost, signature with seal, otherwise his Tender will not be considered. Conditional tenders will not be entertained at all and are liable to be rejected summarily.

There should not be any alterations in the bidding documents. In case any alteration is found at any stage, the tender shall be liable for rejection summarily without further appeal.

3.43 Delivery Period Extension: The supply order(s) shall be executed within the time specified in this regard. However, in case of Force Majeure / reasons beyond control of the lessor/ explaining circumstances due to which delivery period could not be adhere to, he may make a written request to the Registrar for grant of extension for delivery period. The written request in this regard should clearly spelling out such reasons.

The Registrar, if he is satisfied of such reasons and further that the requested extension will not be detrimental to the interests of the university, may grant extension for a reasonable period for delivery of the vehicles. The lessor would be required to indemnify the university against any loss on account of downfall of the price during the extended period.

3.44 Contacting to SVSU Officers: Bidder shall not approach SVSU officers beyond office hours and/or outside SVSU office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence SVSU office in the decision on Bid evaluation, bid comparison or finalization may result in rejection of the Bidder's offer. If



the bidder wishes to bring additional information to the notice of SVSU, it should be in writing.

3.45 Forfeiture of EMD/ BG/Performance Security: EMD/ BG/Performance Security made by bidder may be forfeited under the following conditions:

3.45.1 During the evaluation process, if a bidder indulges in any such activity as would jeopardize the process, the decision of SVSU regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

3.45.2 If bidder violates any of the provisions of the terms and conditions of the proposal.

3.45.3 In case lessor fails to fulfil the all terms & conditions and Schedule of Requirement (SOR), requirements & conditions, SVSU may consider "Banning" the lessor and the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SVSU and the SVSU shall not be required to assign any reason therefore.

3.45.4 In the case of a successful bidder, if bidder fails to:

3.45.4.1. Accept the work order along with the terms and conditions.

3.45.4.2. Furnish performance security.

3.45.4.3. Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.

3.45.4.4. Submitting false/misleading information/ declaration/ documents/ proof/etc.

3.45.5 The decision of SVSU regarding forfeiture of EMD/ BG shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD/ BG even the bidder will be deferred from participating in any job for a period of two years.

3.46 Amendment of Tender Document: At any time before the deadline for submission of tender, SVSU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective firm, modify the Tender document by amending, modifying and/or supplementing the same. All prospective firms shall be notified of any amendments on e-tender website and/or SVSU web site and all such amendments shall be binding on them without any further act or deed on SVSU's part. The prospective firms are advised to periodically browse e-tender website and/or university website www.svsu.ac.in to find out any further addendum/amendment/corrigendum/Notice/clarification published with respect to this tender. In case of any bid addendum/amendment/corrigendum/Notice/clarification, the responsibility lies with the bidders to note the same from web site. The **Shri Vishwakarma Skill University, Haryana** shall have no responsibility for any delay/omission on part of the bidder. In the event of any amendment, SVSU reserves the right to extend the deadline for the submission of the



bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

3.47 Other essential conditions will be asunder:

- 3.47.1** Replacement of tyres, tubes and battery at periodical intervals during the contract period to be provided by the bidder as per requirement or manufacturers guidelines whichever is earlier.
- 3.47.2** Fleet management service includes 24 hrs road side assistance, all time replacement Vehicle, Repair and Maintenance (Schedule & unscheduled), Accident Management & Repair, Replacement of tyres, tubes and battery, insurance short fall cover etc. shall be provided by the bidder.
- 3.47.3** Bidder shall provide single unified access number and email id for service Bookings / Damage Repairs / other requests falling within preview of this contract.

3.48 Special Terms and Conditions:

- 3.48.1** The offer without complete or partial prescribed earnest Money, tender Fee & E-Service fee is liable to be summarily rejected.
- 3.48.2** The deficiency in the documents and tender requirement can be made subject to the decision made by all the tender committees individually has a right to call/demand any document from the bidder as and when required or to reject the bid. All the tender committees individually are empowered to take any action/decision/requirement of documents at any stage.
- 3.48.3** Any company/firm/dealer/manufacturer black listed by Central/State Government/Autonomous organization are not entitled to submit the tender. If it is submitted, it will be rejected and Earnest Money Depositor/and Performance security will be seized and legal action will be taken against them.
- 3.48.4** The firm/agency/bidder should not be black-listed/de-listed/debarred/demobilized for poor or unsatisfactory performance from any project by Govt. of India/Any other State Govt./Haryana Govt. or its Departments/agencies etc. for which he has to submit the affidavit.
- 3.48.5** Bidder should submit affidavit for Authenticity and correctness of information/documents stipulated in tender document.
- 3.48.6** Bidder should submit the Affidavit and relevant certificate/document regarding seeking benefits/ concessions by Haryana based manufacturing Micro, Small and Medium Enterprises (MSEs) and Startups/First Generation Entrepreneurs (If Applicable)
- 3.48.7** The foreign company/firm/dealer/manufacturer or their Indian representative will ensure a proper service after sale as per requirement from time to time, against the guarantee/warranty clause as per the terms and conditions agreed. Any negligence on this account shall be the sole responsibility of foreign bidder and liability for compensation will be fixed up by the Department.

- 3.48.8** Reference, information and certificates from the respective clients certifying technical and execution capability should be signed and the contact numbers of all such clients should be mentioned. The University may also independently seek information regarding the performance from the clients and visit referred customers' consortium partner in India/Abroad at bidder cost.
- 3.48.9** In case any BIDDER is silent on any clauses mentioned in this tender document, the Institute shall construe that the BIDDER had accepted the clauses as per the invitation to tender.
- 3.48.10** The concessions/benefits to MSMEs/startup subject to fulfilment/eligible as per Haryana State Public Procurement Policy for MSME -2016 notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and turnover criteria as per Haryana Government (or as amended from time to time in this regard).
- 3.48.11** All the terms and conditions and Schedule of Requirement (SOR) contained in the Tender document shall be the part of this agreement.
- 3.48.12** In case the lessor fails to provide Break-down services, Repair and Maintenance, the SVSU shall have the right to arrange the same at the cost of the lessor and deduct the amount from the monthly lease charges payable or that may become payable.
- 3.48.13** Whenever necessary, the lessor will carry out necessary repairs of the vehicle from time to time within reasonable period and in the event of failure or neglect or default on the part or effect necessary repairs, it will be optional for the lessee either to terminate the lease or carry out the necessary repairs of the vehicle, after a due notice to the lessor and to deduct, the expenses so incurred along with interest etc. from the monthly lease charges which is payable or become payable. No monthly lease charges will be payable for the period during which the lessee is deprived of the use of the demised vehicle or part thereof due to the failure, neglect or default of the lessor to carry out the necessary repairs of the demised vehicle.
- 3.48.14** In case the lessor fails to provide the facilities desired by the SVSU, the SVSU shall have the right to arrange it at the cost of the lessor and deduct the amount from the monthly lease charges payable or that may become payable.
- 3.48.15** The possession of the vehicle will be given to the lessee after completion of entire work as per lessee's requirement and specifications. After taking possession, if it is found that any item or work remains unattended or not according to lessee's specifications, the lessor has to complete the same within a reasonable time from the date of possession of vehicle and in case of default the SVSU will have right to get the above unfinished jobs/works/items completed by availing the services of other agencies and recover the amount so incurred from the monthly lease charges payable to the lessor.
- 3.48.16** The lessee shall have the right to terminate the lease prematurely or surrender to the lessor by giving one months notice in writing.



The lessor shall not claim /be shall not be entitled for any compensation/monthly lease charges for the unexpired period of lease. The right to terminate the lease before the expiry of lease period will vest only with the lessee.

- 3.48.17** That the lessor will at the expiry7 of the said term and if the same is extended for any period as mutually agreed then the lessor will handover peacefully the possession of the demised vehicle to the lessee in the nearly same condition as at the time of commencement of initial lease.
- 3.48.18** The SVSU will not provide any security deposit or any breakage for the offered vehicle under any circumstances.
- 3.48.19** The monthly lease charges would be payable from the date of actual possession of the leased vehicle.
- 3.48.20** All payments made shall be after deduction of tax at source wherever applicable as per the provisions of Income Tax Act, 1961.
- 3.48.21** For violation/ breach of any of the condition of the contract: - Rs. 1000/- per default and/or Termination of the contract/forfeiture of Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the University and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority of SVSU entering into agreement.
- 3.48.22** The competent authority who can levy the above mentioned penalties/ deduction will be the officer/ office with whom the concerned vehicle is attached.
- 3.48.23** During the contract period if any of the vehicle is seized/ detained / impounded by the Police, Transport officer or any other authority for any reason whatsoever, it will be at the sole risk responsibility of the contractor, who shall immediately provide another same or better vehicle in lieu thereof, otherwise a penalty will be imposed as mentioned in penalty clause.
- 3.48.24** Under any circumstances the leased vehicle is not available then the lessor has to provide the another same or better vehicle in lieu thereof.

3.49 Penalty Clause:

S. NO.	PARAMETERS	PENALTY
1.	<u>Breakdown en-route:</u> - In case any of the vehicle fails on the way due to break down or otherwise, the lessor shall be responsible to provide alternate vehicle within ONE-HOUR, otherwise the University will be within rights to make alternate arrangement at the risk and cost of the lessor and penalty will be imposed for each such case.	Rs. 1000 /- for each such case.
2.	During the contract period if any of the vehicle is seized/ detained / impounded	Rs. 1500/- per day (only if the seizure is due to any fault on the

	by the Police, Transport officer or any other authority for any reason whatsoever, it will be at the sole risk responsibility of the contractor, who shall immediately provide another same or better vehicle in lieu thereof, otherwise a penalty will be imposed.	part of the lessor)
3.	For violation/ breach of any of the condition of the contract.	Rs. 1000/- per default and/or Termination of the contract/forfeiture of Performance Security.
4.	For default in proving insurance policy and /or renewal thereof	Rs. 2000/- per day (The actual levied by the authority will also be paid by the lessor)
5.	For default in providing Pollution certificate and /or renewal thereof	Rs.500/- per day (The actual levied by the authority will also be paid by the lessor)
6.	For default in providing fastag and /or renewal thereof	In case of failure/shortage of amount in fastag, the double amount of the paid by the lessee shall be deducted from the monthly lease charges payable to the lessor.
7.	For default in Timely Repair & maintenance of the vehicle	Rs. 1000/- per day and also provide the alternative vehicle.
8.	For default in Timely Service of the vehicle	Rs.500/- per day
9.	For default in Dent paint and all minor damages/Scratches of the vehicle (every six month)	Rs. 500/- per day
10.	For default in Timely changes of Tyres, tubes and battery	Rs.500/- per day
11.	For default in Timely providing of Replacement vehicle /Fleet management	Rs. 1500/- per day
12.	For default in under any circumstances the leased vehicle is not available then the lessor has to provide the same or better vehicle in lieu thereof.	Rs. 1000/- Per day and the University will be within rights to make alternate arrangement at the risk and cost of the lessor.



<< Organization Letter Head >>

4. Schedule of Requirement (SOR)

The lessor shall provide the Toyota Innova Crysta BS6 (Petrol, Top Model, Manual) brand new Vehicles to Shri Vishwakarma Skill University Sector-44,Plot No. 147,Gurugram-122003 as may be required from time to time, on operating lease basis. Vehicle colour shall be White. The vehicles will be required to be equipped with the genuine accessories as are fitted / provided by the OEMs. The other accessories as required (if any) shall be provided to SVSU subsequently.

The tentative requirement of Vehicles during the proposed contract period is as follows:

S.N.	Type of vehicle	Nos. Required	Period of Lease
1	Toyota Innova Crysta BS6 (Petrol, Top Model, Manual) Brand new Vehicle	01	36 months

However, the vehicle requirement may increase / decrease due to termination / foreclosure of contracts or new requirements at particular point of time.

The contract term will be 36 months.

Signature of Bidder

Name:

Designation:

Organization Name:

Contact No.:

**<< Organization Letter Head >>
BID SUBMISSION****Online Bid Submission:**

Online system shall be followed, i.e.

- (i) Please note that in any case if price-bid/Financial Offer submitted manually then bid shall not be accepted.
- (ii) Only those proposals will be considered for opening, who have submitted their BID online by due date/time (as specified in Bid Data Sheet).

The Online bid complete in all respect. The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

Sr. No.	Content	Document Submitted (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal (If Applicable)
1.	All pages of the proposal have been properly numbered and signed with seal of firm by bidder/authorized signatory person only. Unattested documents will not be entertained.		-----
2.	Have submitted the Scanned copy (PDF format) of the technical proposals on e-Procurement Portal?		-----
3.	Have submitted EMD and TENDER+ E-Service charges on e-Procurement Portal?		-----
4.	Have you checked the eligibility Criteria and Submitted the relevant documents as proof on e-Procurement Portal?		-----
5.	Have submitted the Company PAN, GST, Registration & associated Documents etc. on e-Procurement Portal?		
6.	Have submitted the authority letter for signing the proposal on behalf bidder on e-Procurement Portal?		
7.	Have submitted the authority letter for use of digital signature on e-Procurement Portal?		
8.	Have submitted the audited Balance Sheet, Profit and Loss statement, Turnover Sheet and Income Tax Return Acknowledgement Copy for last three financial years for financial eligibility.		
9.	Have submitted the Terms and Condition as per Annexure - I		
10.	Have submitted the 4. Schedule of Requirement (SOR) as per Annexure – II		

Sr. No.	Content	Document Submitted (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal (If Applicable)
11.	Have submitted the Details of Bid Submission as per Annexure - III		
12.	Have submitted the Affidavit regarding Authenticity and correctness of information/documents as per Annexure - VIII		
13.	Have submitted the Affidavit regarding delisting/blacklisting, demobilization etc. as per Annexure - IX		
14.	Have submitted the Affidavit and relevant certificate/document (Annexure - A and B/C/B&C both) regarding seeking benefits/concessions by Haryana based manufacturing Micro, Small and Medium Enterprises (MSEs) and Startups/First Generation Entrepreneurs as per Annexure - X/XI/XII		
15.	Have submitted the List of Government organizations/ Department/PSU where the same products have been supplied (in last Three years) along with their contact number(s) as per Annexure-V Note: The bidder(s) are required to submit proper proof (Purchase Order/Work Order and Performance Report) duly self-attested by bidder/authorized signatory in support of the claim.		
16.	Have submitted the List of Private Organizations where the same products have been supplied (in last Three years) along with their contact number(s) as per Annexure-V Note: The bidder(s) are required to submit proper proof (Purchase Order/Work Order and Performance Report) duly self-attested by bidder/authorized signatory in support of the claim.		
17.	Have submitted the List of Performance Report for whom the Bidder has under-taken such work in India, without any Problems during last Three Years along with their contact number(s) as per Annexure-V. Minimum 2 performance reports (out of which one should be from government organization) Note: The bidder(s) are required to submit		



Sr. No.	Content	Document Submitted (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal (If Applicable)
	proper proof (Purchase Order/Work Order and Performance Report) duly self-attested by bidder/authorized signatory in support of the claim.		
18.	Have submitted the Organization Declaration Sheet as per Annexure – IV		
19.	Have submitted the List of contact person as per Annexure - VI.		
20.	Have submitted the TENDER corrigendum (if any) has been signed by bidder/authorized signatory and submitted on e-Procurement Portal?		
21.	Have submitted the Notice Inviting Tenders and Instructions to Bidders with sign and seal of bidder/authorized signatory?		
22.	Have submitted the financial bid as per BOQ.		-----

(Signature with Seal of the Bidder)

Name:

Designation:

Organization Name:

Contact No.:



**<<Organization Letter Head >>
DECLARATION SHEET**

I/We, _____ hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

We certify that our organization meets all the conditions of eligibility criteria laid down in this tender document.

I/We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

Name & Address of the Bidder	
Phone	
E-mail ID	
Contact Person Name	
Contact Person Mobile Number	
Contact PersonE-mail ID	
GST Number	
PAN Number	

(Signature with Seal of the Bidder)

Name:

Designation:

Organization Name:

Contact No.:



<< Organization Letter Head >>
LIST OF GOVERNMENT ORGANIZATION/DEPARTMENT/PSU

List of Government Organizations/Department/PSU for whom the Bidder has undertaken such work during last Three years (must be supported with work orders)

Note: The bidder(s) are required to submit proper proof (Purchase Order/Work Order) duly self-attested by bidder/authorized signatory in support of the claim. Without Purchase Order/Work Order, experience shall not be considered.

Sr. No.	Name of the organization	Period of contract	Name of Contact Person	Contact No.

Signature of Bidder

Name:

Designation:

Organization Name:

Contact No.:



<< Organization Letter Head >>
LIST OF PRIVATE ORGANIZATION

List of Private Organizations for whom the Bidder has undertaken such work during last Three years (must be supported with work orders)

Note: The bidder(s) are required to submit proper proof (Purchase Order/Work Order) duly self-attested by bidder/authorized signatory in support of the claim. Without Purchase Order/Work Order, experience shall not be considered.

Sr. No.	Name of the organization	Period of contract	Name of Contact Person	Contact No.

Signature of Bidder

Name:

Designation:

Organization Name:

Contact No.:



<< Organization Letter Head >>
LIST OF PERFORMANCE REPORT

List of Performance Report for whom the Bidder has under-taken such work in India, without any Problems during last Three Years (must be supported with work orders)

Note: The bidder(s) are required to submit proper proof (Purchase Order/Work Order) duly self-attested by bidder/authorized signatory in support of the claim. Without Purchase Order/Work Order, experience shall not be considered.

Sr. No.	Name of the organization	Period of contract	Name of Contact Person	Contact No.

Signature of Bidder

Name:

Designation:

Organization Name:

Contact No.:



ANNEXURE - VI

**<< Organization Letter Head >>
LIST OF CONTACT PERSONS**

The Bidder should mention names of Contact Person for service Bookings / Damage Repairs / other requests etc.

Name of Contact Person for service Bookings / Damage Repairs / other requests etc			
Name of Contact Person	Designation	Contact No.	Email-ID

Signature of Bidder

Name:

Designation:

Organization Name:

Contact No.:



ANNEXURE- VII

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GURUGRAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GURUGRAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GURUGRAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Registrar,
Shri Vishwakarma Skill University, Haryana,
Transit office: Plot No. 147, Sector 44,
Gurugram (Haryana), India

LETTER OF GUARANTEE

WHEREAS Shri Vishwakarma Skill University, Gurugram (Lessee) have invited Tenders vide

Tender No.: dated:

For purchase of

and whereas the said tender document requires that any eligible successful Bidder (seller) wishing to supply the vehicle etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Shri Vishwakarma Skill University**” in the form of Bank

Guarantee for Rupees

and valid till from the date of issue of Performance Bank Guarantee that may be submitted within 21 (Twenty-One) days from the date of acceptance as a successful Bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Bidder (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the vehicle etc. this bank shall pay to Shri Vishwakarma Skill University, Gurugram on demand and without protest or demur Rupees

This bank further agrees that the decision of Shri Vishwakarma Skill University (Lessee) as to whether the said Bidder (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder (Seller) and/ or Shri Vishwakarma Skill University (Lessee).

Notwithstanding anything contained herein:



1. Our liability under this Bank Guarantee shall not exceed Rupees.
(Indian Rupees only).
2. This Bank Guarantee shall be valid up to (date).
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.



Annexure – VIII

Affidavit regarding Authenticity and correctness of information/documents

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 10/-)

In response to the Tender No. for
(Name of the Tender) dated..... for quoting against the Tender as an
owner/Director/Proprietor of M/s.....

I/we who is/are (status in the
firm/company) and competent for submissions of the affidavit on behalf of M/S
..... (Organization/Manufacturer/authorized
dealer/distributors/agent) do hereby solemnly affirm an oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted
in support of the following information in bid documents which are being submitted
in response to notice inviting e-tender No.

We also agreed to lessee for Integrity Pact terms and conditions as applicable from
time to time as per government rules.

I/we am/are fully responsible for the correctness of following self-certified
Information/ documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 1. Information regarding financial qualification and annual turnover is correct.
 2. Information regarding various technical qualifications is correct.
 3. Information regarding various relevant documents is correct and authentic.

Dated _____ **Signature with Seal of the Deponent (Bidder)**

I/we, _____ above deponent do hereby certify that the facts
mentioned in above are correct to the best of my knowledge and belief, nothing has
been concealed there in.

Dated _____ **Signature with Seal of the Deponent (Bidder)**

Note: Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.



Affidavit regarding delisting/blacklisting, demobilization etc.

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 10/-)

In response to the Tender No. for
(Name of the Tender) dated..... for quoting against the Tender as an
owner/Director/Proprietor of M/s.....

I/we _____ who is/are_____ (status in the
firm/company) and competent for submissions of the affidavit on behalf of
M/S_____ (Organization/Manufacturer/authorized
dealer/distributors/agent) do hereby solemnly affirm an oath and state that:

The firm/agency should not be black-listed/de-listed/debarred/demobilized for
poor or unsatisfactory performance from any project by Govt. of India/Any other
State Govt./Haryana Govt. or its Departments/agencies etc.

Dated

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts
mentioned in above are correct to the best of my knowledge and belief, nothing has
been concealed there in.

Dated

Signature with Seal of the Deponent (Bidder)

Note: *Affidavit duly notarized in original shall submit in the Office of Shri
Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44,
Gurugram (Haryana) on Technical Presentation day/date.*



Annexure - X

Affidavit regarding Seeking benefits/concessions in Past Performance & Experience and Purchase Preference by Haryana based manufacturing Micro & Small Enterprises (MSEs)

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 10/-)

In response to the Tender No. for
(Name of the Tender) dated for quoting against the Tender as an owner/Director/Proprietor of M/s

I S/o.....aged residing at Proprietor/Partner/Director of M/s..... do hereby solemnly affirm and declare that: -

1. My/our above noted enterprise M/s (Name & Address) has been issue Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre under acknowledgement No. of dated..... (Self-certified copy of the same is attached as **Annexure 'A'** with this affidavit) and has been issued for manufacture of the following items in **Category Micro/Small Enterprise** (Please tick the either) as under: -

- I.
- II.
- III.
- IV.

2. That the quoted item(s) in the tenderis all of the quoted items for which my/our above noted enterprise has been issues Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.

3. That my/our above-mentioned manufacturing Micro/ Small Enterprises fulfils meet all the remaining terms & conditions of the tender except turnover, past Performance & past Experience and fulfils either or both of the below mentioned eligibility criteria:

I. That my/our above-mentioned enterprise has been issued quality certification of ISI Mark/ISO/Ag. Mark/any other quality mark **(Please tick either of the option)** by (name of GOI/ State Govt. Agency/institution authorized by GOI/ State Govt.) on and the same is valid from..... toin respect of item/good/work/Services (give name of item/good/work/Services) mentioned in the tender (Self Certified copy of the relevant certificate is attached as **Annexure 'B'** with this affidavit)

OR/AND



- II. That my/our above-mentioned enterprises has been registered with DGS&D, GOI/ NSIC/ Govt. of India Department/ State Govt. Department/Govt. of India Public Sector Undertaking (PSUs) or State Government Public Sector Undertakings (PSUs) **(Please tick one of the option as above)** in respect of Name of Item/goods/work/Services (Name) as mentioned in the tender of the corresponding period of time of this tender. A self-certified copy of the same attached as **Annexure 'C'** with this affidavit.
4. That in case the purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order items shall be done in house by our Enterprise based in Haryana (address mentioned as at Sr. No. 1) Further, the billing will be done from Haryana.

Dated

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief, nothing has been concealed there in.

Dated

Signature with Seal of the Deponent (Bidder)

Note: *Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.*



Affidavit regarding Seeking benefits/ concessions in past performance & Experience and Purchase Preference by Haryana based manufacturing Medium Enterprises

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 10/-)

In response to the Tender No. for
(Name of the Tender) dated for quoting against the Tender as an owner/Director/Proprietor of M/s

I S/o.....aged residing at Proprietor/Partner/Director of M/s..... do hereby solemnly affirm and declare that: -

1. My/our above noted enterprise M/s (Name & Address) has been issue Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre under acknowledgement No. of dated..... (Self-certified copy of the same is attached as **Annexure 'A'** with this affidavit) and has been issued for manufacture of the following items in **Category Medium Enterprise** as under: -
 - I.
 - II.
 - III.
 - V.
2. That the quoted item(s) in the tenderis all of the quoted items for which my/our above noted enterprise has been issues Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.
3. That my/our above-mentioned manufacturing Medium Enterprise meet all the remaining terms & conditions of the tender except past Performance & Past Experience.
4. That my first purchase order under this benefit/concession was issued by State Government Department/State Government Agency (name of Dept./Agency) vide P.O. No.of dated for the supply of (name of the items/ good/ work/ services) was successfully complied by above mentioned Enterprises. A Self certified copy of the same is attached **Annexure 'B'** with this affidavit.
5. That in case the purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item sell be done in house by our Enterprise based in Haryana (address mentioned as at Sr. No. 1). Further, the billing will be done from Haryana.



6. That we agree to the condition that this benefit/ concession to the Medium Enterprises is Valid for one year from the date of getting the first supply order under State Public Procurement.

Dated

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief, nothing has been concealed there in.

Dated

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.



Annexure - XII

Affidavit regarding Seeking benefits/ concessions in past performance & Experience and Purchase Preference by Haryana based manufacturing/works/services Startups/First Generation Entrepreneurs

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 10/-)

In response to the Tender No. for
(Name of the Tender) dated for quoting against the Tender as an owner/Director/Proprietor of M/s

I S/o.....aged residing at Proprietor/Partner/Director of M/s..... do hereby solemnly affirm and declare that: -

1. My/our above noted enterprise M/s (Name & Address) has been issue Manufacturing Entrepreneurs Memorandum/Udyog Aadhaar Memorandum in Haryana by the District Industries Centre under acknowledgement No. of dated..... (Self-certified copy of the same is attached as **Annexure 'A'** with this affidavit) and has been issued for manufacture of the following items in **Category Startups/First Generation Entrepreneurs** (Please tick the either) as under: -
 - I.
 - II.
 - III.
 - IV.
2. That the quoted item(s) in the tenderis all of the quoted items for which my/our above noted enterprise has been issues Manufacturing Entrepreneurs Memorandum/ Udyog Aadhaar Memorandum by the Industry Department Haryana as per details at para 1 above.
3. That my/our above-mentioned manufacturing Startups/First Generation Entrepreneurs Enterprises fulfils meet all the remaining terms & conditions of the tender except turnover, past Performance & past Experience and fulfils either or both of the below mentioned eligibility criteria:
 - I. That my/our above-mentioned enterprise has been issued quality certification of ISI Mark/ISO/Ag. Mark/any other quality mark **(Please tick either of the option)** by (name of GOI/ State Govt. Agency/institution authorized by GOI/ State Govt.) on and the same is valid from..... toin respect of item/good/work/Services (give name of item/good/work/Services)



..... mentioned in the tender (Self Certified copy of the relevant certificate is attached as **Annexure 'B'** with this affidavit)

OR/AND

- II. That my/our above-mentioned enterprises has been registered with DGS&D, GOI/ NSIC/ Govt. of India Department/ State Govt. Department/Govt. of India Public Sector Undertaking (PSUs) or State Government Public Sector Undertakings (PSUs) **(Please tick one of the option as above)** in respect of Name of Item/goods/work/Services (Name) as mentioned in the tender of the corresponding period of time of this tender. A self-certified copy of the same attached as **Annexure 'C'** with this affidavit.
4. That in case the purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order items shall be done in house by our Enterprise based in Haryana (address mentioned as at Sr. No. 1) Further, the billing will be done from Haryana.

Dated

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief, nothing has been concealed there in.

Dated

Signature with Seal of the Deponent (Bidder)

Note: *Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.*



ANNEXURE – XIII

**(AN AGREEMENT BETWEEN SHRI VISHWAKARMA SKILL UNIVERSITY
AND THE LESSOR) ***

Shri Vishwakarma Skill University (SVSU), Enacted under Government of Haryana Act No.25 of 2016 having its transit office at Plot No-147, Sector-44, Gurugram, Haryana represented through its authorized signatory **(Name of Officer)**, **(Designation of Officer)** (which expression shall unless repugnant to the context or meaning there off includes its successors and assigns) here in after referred to as **SVSU** or Owner or the **First Party**.

And

Firm Name..... having its office at, through its authorized signatory**(Name &Post)**, (which expression shall unless repugnant to the context or meaning there off includes its successors and assigns) here in after referred to as execution Manufacturers/Authorized Dealers/ Distributors/Agent or the **Second Party**.

Whereas SVSU has invited Tender No. for (Name of the Tender) dated and M/s(Firm Name) submitted its proposal in this regard. SVSU after considering its negotiation offer has decided to engage (Firm Name) as executing agency for Tender No. for (Name of the Tender) dated

Firm Name..... (execution **Agency**) is hereby agreed to take the Tender No. for (Name of the Tender) at the quoted negotiation rates, terms and conditions contained the TENDER, Work Order/Purchase Order and duly communications of the above said work.

Now, therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between the parties as follows: -

The agreement shall come into force immediately after signing of this agreement by both the parties and shall remain valid until the final completion of the contract period or cancelled earlier by the Shri Vishwakarma Skill University, Haryana as per the time schedule prescribed in the tender document.



All the terms and conditions and Schedule of Requirement (SOR) contained in the Tender No. for (Name of the Tender) dated shall be the part of this agreement.

Firm Name..... (execution **Agency**) hereby declare that I shall remain bound and abide by the rates, terms and conditions and Schedule of Requirement (SOR) of the aforesaid as well as TENDER, Work Order/Purchase Order and due communications of the above said work.

In Witness Whereof, the parties here to have caused this agreement to be signed in their respective names as of this day and year first above written.

Signed by

First Party: SVSU, Gurugram
Signature with seal
Date & Place

Second Party:
Signature with seal
Date & Place

In presence of (Witnesses)

1.

1.

2.

2.

***Note-This Contract is to be Signed on Rs. 100/- Non Judicial Stamp paper within 15 days after receiving of LOA/LOI by the bidder/lessor from lessee.**