

PUBLIC NOTICE/TENDER NOTICE

SR. No.	Name of department/Board/Corp./Auth.	Name of Work /Notice/Tender	Opening Date Closing Date (Time)	Amount / EMD (Approx.) in Rupees	Website of the Department	Nodal Officer/Contact/Detail/Email	Tender Ref. No./Tender No.
1.	Directorate of State Transport, Haryana, Chandigarh	TENDER TO SUPPLY THERMAL PAPER ROLLS ON RATE CONTRACT FOR 05 YEARS, REQUIRED IN STATE TRANSPORT, HARYANA, TOTAL VALUING ₹ 20.00 CRORE (APPROX.).	25.02.2022 at 11.00 AM 21.03.2022 at 11.00 AM	20.00 crore/ 8.00 lacs	http://www.hartrans.gov.in	Sh. Ram Krishan/ 01722710371/ dtcpndhr@gmail.com	01/2022- 23/SPO/HQ dated 24.02.2022

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Director, State Transport, Haryana

DOCUMENTS TO BE ATTACHED FOR SUBMITTING ONLINE TENDER TO SUPPLY THERMAL PAPER ROLLS ON RATE CONTRACT FOR 05 YEARS, REQUIRED IN STATE TRANSPORT, HARYANA, TOTAL VALUING ₹ 20.00 CRORE (APROX.).

a) Along with Technical Bid:-

1. Terms & Conditions duly signed and stamped.
2. Annexure 'A' duly filled in and signed.
3. An affidavit that firm/bidder has not been blacklisted by Central Govt. / Any State Govt. / PSUs/ STUs during the last three years.
4. A copy of latest test report by any Govt. approved testing laboratory as per tender specifications /valid BIS certification.
5. Certified copies of proof regarding eligibility criteria i.e.
 - a) Copy of valid BIS certification.
 - b) Proof of supplies of Thermal Paper Rolls to any Central / State Govt. / PSUs / Boards/Corporation of the Govt.
 - c) Minimum Annual Turnover for ₹ 2.00 crore during the last three financial years i.e. year 2018-19, 2019-20 & 2020-21.
6. Earnest Money Deposit amounting to ₹ 8.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
7. ₹5000/- as tender fee (Haryana based MSEs are exempted from payment of tender fees) to be deposited online only.
8. e-Procurement fee in favour of "Society for IT Initiative Fund for e-Governance" amounting ₹1,000/- to be deposited online only.

b) Along with Financial Bid:-

1. Commercial bid duly punched on-line as per Annexure 'B'.

TERMS & CONDITIONS FOR SUBMITTING ONLINE TENDER TO SUPPLY THERMAL PAPER ROLLS ON RATE CONTRACT FOR 05 YEARS, REQUIRED IN STATE TRANSPORT, HARYANA, TOTAL VALUING ₹ 20.00 CRORE (APROX.).

1	Eligibility	Certified copies of proof regarding eligibility criteria i.e. a) Copy of valid BIS certification. b) Proof of supplies of Thermal Paper Rolls to any Central / State Govt. / PSUs / Boards/Corporation of the Govt. c) Minimum Annual Turnover for ₹ 2.00 crore during the last three financial years i.e. year 2018-19, 2019-20 & 2020-21.
2	Place of Delivery	Destination (door delivery including unloading at the consignees).
3	Goods and Services Tax (GST)	GST applicable as per latest Govt. of India /State Govt. notification or amended time to time.
4	Packing and Forwarding	Inclusive & Securely packed to protect the paper rolls from light. The paper rolls should be properly packed with appropriate markings on the packages including number of paper rolls, date of packaging etc.
5	Specifications	<ul style="list-style-type: none"> i. Length of paper: 15m (per roll) ii. Width of paper: 55mm iii. Thickness of paper: 55-60 GSM iv. Colour: Milky white v. Thermal Coating and other characteristics: Thermal Coating should be uniform throughout the length and breadth of paper. <ul style="list-style-type: none"> a. The paper should be dust free i.e. it should not produce any dust during use b. The printing surface (thermal coated) of the paper should be smooth. vi. Internal Core: 13-15 mm diameter plastic/paperboard roll vii. External Diameter: maximum 38mm viii. Paper End mark: There should be distinctive colouring marks signifying end of paper starting at 25cm.
6	Validity of offer/Contract	<ul style="list-style-type: none"> • The offer should be valid for 6 months from the date of last date of closing of tender. • The validity of contract will be 60 months from the date of issue of initial supply order / HPPC decision.
7	Quantity	The quantity mentioned in tender i.e. Annexure 'B' is approximate and can be increased/decreased up to 25% of quantity mentioned in the tender as per requirement of the Department during the validity period of contract on the same rates and terms & conditions.
8	Payment Term	100% payment within 4 weeks from the date of satisfactory receipt of stores in the consignee depot.
9	Delivery schedule	Acceptance of delivery period i.e. 1 st delivery equivalent to one month requirement schedule within 10 days of issuing of confirmed supply order and thereafter as per delivery schedule mentioned in order.

10	Earned Money Deposit	Earnest Money Deposit amounting to ₹ 8.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
11	Tender Fee	₹ 5000/- as tender fee (Haryana based MSEs are exempted from payment of tender fees) to be deposited online only.
12	Performance Bank Guarantee/Security	Successful bidder has to deposit within two weeks a Performance Bank Guarantee (PBG) equivalent to 5% of the total order value valid for 70 months from the date of issue of initial supply order. This is liable to be revoked/ forfeited in case of failure to meet the contractual obligations, including warranty terms and timely supply of the material. The firm / bidder has to extend the validity of the Performance Bank Guarantee deposited, if required by the department without assigning any reason. (2% of the order value in case of Haryana based Firms/bidders and 0.2% of the order value in case of Haryana Based Micro and Small Enterprises)
13	Risk Purchase	In case of Non-supply of material as per delivery schedule, the stores will be purchased of the same specifications, terms & conditions from other sources at the risk and cost of the firm/bidder. The excess cost thus incurred will be recovered from the supplier from its pending bills/EMD/BG/through legal action. The procedure of risk and cost purchase will be initiated only after serving the notice to the firm/bidder to supply stores within 15 days.
14	Force Majeure	Notwithstanding the provisions of the bid, the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract, is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the bidder shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the bidder, if as a result of Force Majeure; the bidder is unable to perform a material portion of the contract.
15	Price Variation	Price fixed for five (05) years OR till the validity period of supply order.
16	Test	Firm/bidder has to supply the ordered stores to various consignee depots (as per supply order) against one delivery

		<p>schedule included in supply order from one lot. The store supplied against one delivery schedule to all depots will be considered as single lot. The random samples from the supply received against one delivery schedule are liable to be got tested at CIRT, Pune or any other NABL accredited test house/ laboratory as per specifications mentioned in the tender.</p> <p>In case the random samples, drawn from the supplied stores of any consignee depot are found meeting the prescribed specifications, then test charges and cost of samples etc. will be borne by the consignee depots otherwise if any sample from the lot was not found meeting the prescribed specifications in testing, then complete lot supplied against that schedule to all the consignee depots as per above will be rejected and firm/bidder will have to replace the failed material within 15 days from the date of issuing of letter of rejection, failing which concerned consignee will have right to make the purchase of rejected stores from the alternate sources available on ASRTU Rate Contract/ valid firms/bidders that participated in the tenders without issuing any further notice. Moreover, recovery of testing charges along with cost of sample, postage charges and administrative charges etc. as per ASRTU criteria will be imposed on the firms/bidders and firms/bidders will be cautioned to improve the quality strictly as per specifications for future supplies. The penalty as per ASRTU weightage chart will be imposed on the firms/bidders for the material that had been consumed by the time the report of testing is received by the depot. On receipt of consecutive two failed test reports of testing of random samples for the same item, the pending order of the firm/bidder will be cancelled and the firms/bidders will be debarred for participation in future tenders for a period as decided by the Director General, State Transport Haryana, Chandigarh in addition to replacement of the rejected store and imposition of additional penalty of 1% of total lot value as mentioned above.</p>
17	Delay Penalty	Delayed consignment/delivery schedule will be subjected to 2% penalty per consignment per month of delay or part thereof, recoverable on the value of stores supplied after the scheduled date.
18	Warranty	Free replacement against material /manufacturing defects, if any.
19	Fall Clause	The firm/bidder will be subjected to fall clause, in case of supply at lower rate than offered to the Haryana Govt. or any other State Transport Undertakings / Govt. Organizations from the date of offering/finalization of the lower rates.
20	Negotiations 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 or any amendments thereafter till the finalization of the rates by HPPC shall be applicable.

21	Concession to MSMEs of State.	<p>The State Government has notified “Haryana State Public Procurement Policy of MSME – 2016” vide G.O. No. 2/2/2016-4I BII(1) dated 20.10.2016 and amendment vide G.O. No. 2/2/2016-4IB-II dated 11.12.2019 which will be applicable in respect of concessions to Haryana based MSMEs and KVIs (Khadi Village Industries). For claiming the relevant concessions/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder’s name and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016.</p> <p>*Note: - To claim the concessions/benefits under the above policy, the bidder is required to submit Manufacturing Entrepreneurs Memorandum issued by the Industries Department Haryana in respect of the quoted item or Udhog Aadhaar Memorandum (UAM) of Haryana based manufacturing enterprise in respect of the quoted item (Ref. Industries & Commerce Department Haryana Memo No. TS/DS&D/11389-A Dated 03.07.2018) and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time.</p>
22	Concession / benefits to Startups / First Generation Entrepreneurs of State	<p>The State Government has notified “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 which will be applicable in respect of concessions to Startups/First Generation Entrepreneurs of State. For claiming the relevant concessions/s like Tender Fee, earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof as per the said policy.</p>
23	Grievance Redressal Mechanism for dealing with the representations /complaints / letters of the participating bidders/firms	<p>A time bound Grievance Redressal Mechanism for dealing with the representations/complaints/letters of the participating bidders/firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O. No.2/2/2016-4I-B II of dated 25.07.2016. All the bidders/firms who want to make any representation/complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 PM of the Fifth Working day) of the date of issue of letter/ intimation regarding their “As per NIT/Not as per NIT status”. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/complaint in whatsoever manner from the bidders/firms will be entertained after the opening of Financial Bid.</p>

24	Make in India	The public procurement in the State in reference to “Preference to make in India” shall be governed by Govt. order No. 02/08/2020-4IB-II dated 18.11.2020
25	Restriction in Public procurement from bidders of certain Countries	The restriction on procurement from bidders from a Country or Countries on grounds of Defence of India or matters directly or indirectly related thereto including National Security shall be governed by Govt. Order No. 02/09/2020-4IB-II dated 10.12.2020
26	<u>Special Concessions for Haryana based Micro and Small Enterprises</u> - As per Govt. of Haryana, Industry and Commerce Department vide order no. 2/2/2010-4-IB-II dated 20.10.2016, Haryana based Micro and Small Enterprises are also allowed to participate in the Tender. However the bidders wishing to participate in the Tender must fulfill the eligibility criteria as already detailed in the tender documents. <u>Further Haryana based manufacturing Micro and Small Enterprises</u> shall be entitled to 90% concession on deposit of the performance security amount which will be 0.2% of the value of the order.	
27	<u>Concessions / Benefits in Public Procurement for Startups / First Generation Entrepreneurs in Haryana.</u> – As per Govt. of Haryana, Industry and Commerce Department notification no. 2/2/2016-41B-II dated 03.01.2019, the entity/firm declared as a Startup / First Generation Entrepreneurs as per provision contained in Haryana Govt., Notification no. 49/43/2015-4IB1 dated 17.04.2016 notifying the scheme of Startups / First Generation Entrepreneurs in the State or as amended time to time, are <u>exempted for submitting following payments:-</u> (i) Payment of tender fee. (ii) Payment of Earnest Money Deposit (EMD) (iii) 90% concession on performance security. Apart from above, the entity / firm are entitled for the following concessions / benefits:- (a) Concession of 80% on turnover conditions imposed in qualifying criteria (if applicable). (b) Exemption in respect of past performance and experience as part of qualifying requirement of the tender subject to fulfillment of condition as per eligibility criteria. (c) Upto 50% of the total tendered quantity provided quoting price within band of L-1 + 15% by bring in down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility. This ceiling of upto 50% purchase preference also includes the purchase preference available to Haryana State based MSEs as per the Govt. policy dated 20.10.2016 and amendments dated 23.04.2018.	
28	Any firm/bidder that has been blacklisted during the last 3 years 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. All the participating firms/bidders will be required to submit an affidavit along with tender that the participating firms/bidder have not been blacklisted by any Central Govt./ any State Govt./ PSU/STUs during the last three years. In case, contents of affidavit are not found correct during course of decision making the offer of firm will not be considered. In case of being found not correct during supply of ordered stores, supply of balance order will be cancelled along with encashment EMD/BG deposited by firm. However, balance ordered quantity will be purchased from other alternate sources at the risk and cost of firm/bidder and extra cost involved will be recovered from encashed EMD/BG or through law of Court.	

29	Q.Rs applicable at the time of tender should remain valid during the validity period of tender or supply orders. If due to any reason, status of the firm/bidder gets lowered than Q.Rs applicable at the time of tender, Director General, State Transport, Haryana will have discretion either to revoke/reject tender or cancel pending order.	
30	Delay in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a Director, State Transport Haryana, Chandigarh will attract penal interest on the defaulting amount @ ₹ 25/- per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier.	
31	In case bidder withdraws/modifies its offer within the validity period, submit forged /fake documents or do any unethical/un-business like activity, do not accept the supply order, do not supply 1 st delivery schedule/do not submit Bank Guarantee, EMD/Bank Guarantee of the firm/bidder will be forfeited and other departmental penal action, as deemed fit, will be taken.	
32	Firm/bidder will have to supply the evidence of GST paid along with the each invoice.	
33	Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm.	
34	The department reserves the right to modify/revoke the order at any point of time without assigning any reason.	
35	Firm/bidder should have capability to supply the tendered qty. OR firm/bidder must specify its capability to supply thermal paper rolls of required specifications which it can supply to State Transport Haryana.	
36	Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.	
37	The tenders submitted directly by the thermal paper rolls manufacturers or their authorized distributors/ dealers are eligible to quote for supply of thermal paper rolls of required specifications.	
38	Balance terms & conditions, if any, shall be as per standard terms & conditions issued by Directorate of Supplies & Disposals, Haryana (may be seen at website i.e. www.dsndharyana.gov.in / website of Govt. of Haryana / ASRTU, New Delhi).	
39	Jurisdiction	Any dispute or difference or claim etc., shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this supply tender.
40	Arbitrator	All disputes and differences arising out of or concerning whatsoever, shall be referred to the sole Arbitrator or an officer appointed by the Additional Chief Secretary / Principal Secretary to Government 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 matters 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.

Certified that I/we have read out/understood above all terms and conditions and accepted unconditional.

Dated: -

Signature of Authorized
Person of firm/bidder with stamp

Technical Bid**TENDER FOR SUPPLY OF THERMAL PAPER ROLLS ON RATE CONTRACT FOR A PERIOD OF FIVE YEARS TOTAL VALUING ₹ 20.00 CRORE (APROX.)**

1	Name of the firm/bidder with full Address	
2	Name of Contact Person with Mobile No. & e-mail ID	
3	Brand Name	
4	Bank details required for releasing payment through RTGS/online	
5	Are you a thermal paper roll Manufacturer or authorized dealer/distributor who is meeting following requirements:- Certified copies of proof regarding eligibility criteria i.e. a) Copy of valid BIS certification. b) Proof of supplies of Thermal Paper Rolls to any Central / State Govt. / PSUs / Boards/Corporation of the Govt. c) Minimum annual turnover for ₹ 2.00 crore during the last three financial years i.e. year 2018-19, 2019-20 & 2020-21.	
6	Are you a Haryana based Micro and Small Enterprises?	
7	Are you a Haryana based Startup / First Generation Entrepreneur?	
8	Please specify the location of the billing / invoice	
9	Have you submitted the Financial Bid as per Annexure ‘B’	
10	Confirm the firmness of rates for one year from date of decision of tender.	
11	What is your capacity to supply thermal paper rolls per month	
12	Whether firm has submitted (i) Test report of the offered thermal paper rolls.	
13	Particulars of Earnest Money Deposit amounting to ₹ 8.00 lacs (Haryana based MSEs are exempted from payment of EMD).	

Dated

**Signature of Authorized
Person of firm/bidder with stamp**

FINANCIAL BID

ONLINE TENDER FOR SUPPLY OF THERMAL PAPER ROLLS OF REQUIRED SIZE AND SPECIFICATIONS AS PER DNIT.

Sr. No.	Nomenclature	Specifications	Approx. Qty. in nos. per annum	Basic Rate (in ₹)	Volume Disc. (in ₹)	GST (in ₹)	Cash Disc. (in ₹) if any	Packing/Forwarding/any other extra charges (in ₹)	Net landed rate on FOR door delivery basis (in ₹ per roll)
1	Thermal Paper Roll of 15 meter length, 55 mm width, 55-60 GSM, milky white color, Thermal coating, internal core 13-15 mm dia, max. 38 mm external dia	As mentioned in the Terms & Conditions	Approx. 50 lacs per annum						

Signature of authorized person of the firm/bidder with seal

