

**DIRECTORATE OF STATE TRANSPORT, HARYANA**  
**2<sup>nd</sup> Floor, 30 Bays Building, Sector-17, Chandigarh.**  
**NOTICE INVITING E-TENDER**

Online tenders are hereby invited for arranging supply of High Speed Diesel (HSD) oil conforming to the specification prescribed by Govt. of India (GoI) from time to time. However present specification is Automotive fuel with BS-VI emission norms and other requirement confirming to table 1 of IS: 1460-2017 and as per CMVR requirement.

Sr. No.	Description	Tentative HSD quantity required for 2 years	Approx. value of tender for two years (In Rs.)	EMD (in Rs.)	Tender No.	Date & Time of downloading of e-Tender	Date & Time of closing of e-Tender	Date of opening of the Technical bids
1.	HSD Oil conforming to BS-VI emission norm	174300 KL	1400.00 Crore	10.00 Lacs	01/2021-22/SPA-1/Tech	14.01.2022 15.00 Hrs	17.02.2022 15.00 Hrs.	22.02.2022 1100 Hrs.

The detailed tender documents can be downloaded from Govt. portal i.e. <https://etenders.hry.nic.in> w.e.f. 14.01.2022 at 1500 hours. The last date of submission of tender documents online is 17.02.2022 upto 1500 Hours. For any clarification bidder may contact Help Desk No.: 0120-4200462, 0120- 4001002, Mobile No. 8826246593.

Dated: 11.01.2022

-sd/-  
 Director,  
 State Transport, Haryana,  
 Chandigarh

## TERMS AND CONDITIONS OF TENDER FOR PROCUREMENT OF HIGH SPEED DIESEL

### 1. SPECIFICATIONS:

The HSD supplies should conform to the specifications prescribed by Govt from time to time. However present specification is Automotive fuel with BS-VI and other requirement confirming to Table 1 of IS: 1460-2017 and as per CMVR requirement.

### 2. PRE-QUALIFICATION CRITERIA:-

- a) The annual turnover during last three years must be minimum ₹ 250.00 Crore for each year for which the bidder is required to submit latest audited balance-sheet for last three years i.e. 2017-18, 2018-19, 2019-20.
- b) The bidder should have **minimum one Supply Location/Refinery in Haryana and have** marketing rights for Petroleum Product and HSD Oil as per guidelines of Ministry of Petroleum and Natural Gas, Govt. of India, applicable in State of Haryana.
- c) Price shall be quoted as on the cut-off date i.e. 7 days before the closing date of the tender, from a supply location within the State of Haryana.
- d) Supply shall be made from a location within the state of Haryana only, throughout the validity period of the contract, so that benefit of VAT or any other tax accrues to the State of Haryana.
- e) The bidder shall fulfil all the statutory regulations.
- f) The bidders who have been blacklisted/ debarred by any of the Govt. Department / Govt. Organization/ Public Sector undertaking/ Any State or U.T. Govt./Boards/Corporations for breach of contract shall not be considered.
- g) Conditional bid will not be accepted.
- h) A bidder, which does not fulfil any of the above requirement or gives evasive information shall be liable to be ignored & rejected.

### 3. EVALUATION CRITERIA-

The evaluation for the purpose of HSD supplies will be carried out on the basis of lowest price arrived at each depot/sub-depot. The L1 bidder for each

depot/sub-depot location will be decided on the basis of net landed price. The bidders will quote their price as per format of financial bid. **(Annexure-B)**

4. **PRICING:**

- a) Price shall be on CIF basis i.e. on door delivery basis which includes all taxes, duties, transportation charges, toll charges, entry Tax, GST/VAT /Surcharge on GST/VAT and Transit Insurance as prevailing at the time of HSD Oil supply. The supply will be considered to be completed when the HSD Oil is delivered/unloaded in the underground tank in depot/Sub-depot premises. The discount shall be applicable/computed on the basic price before levy of GST/VAT/Excise duty/any other tax as applicable from time to time.
- b) HARYANA ROADWAYS is aware that, the prices are subject to revision as per pricing system declared by **Oil Marketing Companies under the aegis of Ministry of Petroleum and Natural Gas (MoP&NG)** from time to time and in case of any change in price, the revised price shall be applicable from the effective date of revision. In the event of revision in price for any reason, supplier shall intimate to the depot of HARYANA ROADWAYS by email immediately on such revision.
- c) In the event of any price revision (increase or decrease), during the currency of the Agreement, the same shall be effective from the date of revision. The supplier shall intimate about such revision in price, taxes, levy etc. to HARYANA ROADWAYS and raise debit note or the supplementary bills or credit notes as the case may be, towards such revisions and all such debit notes/supplementary bills, credit notes/shall be paid by/to the Firm/bidder.
- d) GST/VAT /Excise duty/ Surcharge on GST/VAT/ any other tax as applicable will be applicable as per notifications of the Government of India / Govt. of Haryana.
- e) The participating Public Sector Undertakings (PSUs), Oil Marketing Companies (OMC's) shall have to inform and submit its basic price of HSD Oil for each depot on every revision of basic price. **Further, the selected bidder(s) shall quote single basic price for every supply**

location. Also, the basic price will remain same for every supply location till next revision in the basic price and so on i.e. upward or downward revision in the basic price.

5. **PRICE VARIATION CLAUSE:**

In case of change in the basic price at any depot/sub-depot during the currency/validity period of the agreement, the net landed price will be computed as per computations shown in Annexure-B. The amount of discount will remain constant / same for one year to be counted from the date of supply order and will be increased by ten percent (10%) **on the offered discount** every year during the contract / agreement period. Price payable to selected bidder as on the date of supply after the finalization of the tender shall be as under:

- a) In case basic price of any other Public Sector Undertaking (PSU) or Oil Marketing Company (OMC) is lower than the basic price of the selected bidder during the currency of the agreement, then the basic price of the said PSU or OMC offering lower price at that time, shall be applicable.
- b) In case basic price of HSD Oil of other PSUs or OMCs is higher than the basic price of the selected bidder/supplier during any given time at any location, then the basic price of the selected bidder/supplier shall be applicable.

Thus, at a particular supply location, the minimum/lower basic price as well as net landed price (in ₹) per KL of HSD of any OMC or Selected Bidder/Supplier shall be applicable along with agreed discount.

6. **PERIOD OF AGREEMENT:**

Two years from the date of signing of Agreement extendable by one more year with mutual consent on the same terms and conditions subject to further 10% additional discount on the subsequent total increased discount of previous year and shall be applicable for 3rd year, as the case may be.

(e.g. if in 1st year say offered discount = ₹ 5000 per KL.

Then in 2nd Year, the total discount becomes = ₹ 5000 + 10% of ₹5000 = ₹5000 + ₹500 = ₹5500 per KL.

In the 3rd Year, the total discount becomes ₹ 5500 + ₹ 550 = ₹ 6050 per KL).

7. **Earnest Money Deposit (EMD):**

EMD to be deposited will be amounting to ₹10.00 Lakh (Ten Lakh) (PSUs are exempted from payment of EMD). The earnest money shall be refunded to unsuccessful bidder after the finalization of the tender and to the successful bidder after depositing required bank guarantee.

8. **Performance Bank Guarantee/Security:**

Successful bidder has to deposit the bank guarantee equivalent to 5% of the total average monthly value of supplied HSD Oil quantity during last two months for the allotted depots of Haryana Roadways within two weeks from the date of signing of the agreement which will be valid beyond three months from the last date of validity of agreement. The selected bidder(s) shall have to extend the validity as and when required, to settle any dispute/claim arising out during the currency of the agreement or in case of extension of agreement.

9. **VALIDITY OF THE OFFER:**

The offer shall be valid for a period of 120 days from the date of opening of the tender. If there is any delay in finalization of the tender, the bidder shall have to keep its/his/her offer open for further period as found necessary.

10. **PAYMENT TERM:**

The payment will be made within 10 working days from the date of receipt and acceptance of HSD Oil. If any depot is unable to make the payment of HSD Oil within prescribed period on account of unavoidable circumstances / Force Majeure / procedure of the Govt., the firm/supplier shall not discontinue the supply of HSD Oil to the depots of Haryana Roadways.

11. **DELAY IN PAYMENTS:**

Delay in payment to the supplier(s) beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, would attract penal interest on the defaulting amount @ ₹ 25/- rupees per one lakh rupees per day of delay beyond the stipulated credit period.

12. **SETTLEMENT OF ACCOUNTS:**

Haryana Roadways(First Party) and firm/supplier(Second Party)shall settle the accounts mutually and tallying/reconciliation of accounts shall be carried out on monthly basis.

**13. FACILITIES:**

a) The Firm(s)/selected bidder(s), who are not having fuelling facilities in the allotted depot(s)/sub-depots will be allowed to utilize the existing assets/fuelling facilities for which they will have to pay the Written Down Value (WDV) of the assets/fueling facilities of the existing supplier(s) as on date of transfer of said assets takes place. The WDV will be calculated by the existing supplier(s). The Taxes/Duties/Cesses or any other charges leviable on this transfer of assets/fueling facilities shall also be payable by the acquiring OMC/HSD suppliers.

The total WDV's declared by the existing suppliers of HSD are shown below:

- (i) IOCL – Total WDV as on dated 30.09.2021 is Rs. 4,86,45,903.20.
- (ii) HPCL – Total WDV as on dated 08.10.2021 is Rs. 39,10,372.95.
- (iii) BPCL – Total WDV as on dated 29.11.2021 is Rs. 8,36,284.80.

However, the final / revised WDV location wise will be calculated / revised upto the date of final decision on the tender, taken at the level of Govt. / High Powered Purchase Committee as per Govt. policy.

Existing supplier will raise depot wise bill(s) of WDV to Haryana Roadways within five working days from the date of agreement with new Firm/selected bidder. Haryana Roadways will arrange the payment of WDV within 45 working days. In case any documentary evidence is required for verification of WDV, then existing supplier will have to provide the same to the Firm/selected bidder. The new supplier will make payment of WDV plus GST/VAT as applicable, to Haryana Roadways for the depots allotted to them within 15 calendar days from the date of agreement, failing which Haryana Roadways will recover the same from the payment of HSD Oil supplied /Bid Security/EMD."

The selected bidder/firm shall maintain and replace the facilities as per need irrespective of the age of facility/assets.

- b) The selected bidder/firm shall ensure uninterrupted supply of HSD Oil to the depots from the very first day of the contract period.
  - c) The selected bidder/firm shall strictly adhere to the above condition and no other conditions will be accepted.
  - d) Wherever Canopy, Diesel Boy Room are available but in damaged condition at depots, same shall be repaired or replaced on priority basis by HSD supplier, preferably within 15 days from the date of intimation.
  - e) New Canopy, Diesel Boy Room shall be provided by the successful bidder at HSD dispensing area by selected bidder at its own cost in depots wherever it is not available.
  - f) Sufficient Roof lighting will have to be provided by the successful bidder at canopy area.
  - g) To ensure uninterrupted, timely & most economical supplies to Haryana Roadways, the firm/bidder should have at least one supply location or refinery in the State of Haryana.
  - h) In view of benefit of VAT or other tax collection for State of Haryana, the bidder shall have to quote HSD price from Haryana based supply locations only.
  - i) Firm/selected bidder shall ensure e-locking, RFID enabled supply and shall have to adopt latest proven technology i.e. as the bidder does for its own COCO petrol pumps to check pilferage and maintain quality as well as quantity of HSD oil.
  - j) Automation of consumer pump facility with latest proven technology shall be provided by the firm/successful bidder at each supply location, if not provided already.
14. **PROVISION OF MAN POWER AND DIESEL TANKER:**
- a) The firm/successful bidder will have to provide minimum 04 nos. of their own man power at bidder cost at diesel pump of Haryana Roadways round the clock (24 hours) to ensure the smooth/uninterrupted filling of diesel to the buses along with one supervisor at each location.
  - b) The firm/successful bidder will ensure hurdle free supply to the depots/Sub depots of Haryana Roadways by their own diesel tankers on CIF basis.
  - c) In case the department at its own discretion provides its own diesel tanker, then the firm/successful bidder will have to pay the transportation/freight

charges, insurance, toll taxes etc. for supply of the diesel to the department at the rates applicable to other dealers. It is reiterated that final responsibility to ensure hurdle free supply will be that of successful bidder.

15. **MAINTENANCE OF HSD PUMPS AND OTHER FACILITIES:**

The firm/successful bidder shall undertake preventive maintenance of fuelling facilities i.e. Dispensing Pumps, Underground Tanks etc. on monthly basis. The oil supplier shall attend the calls(complaints) made by depots/sub depots regarding Dispensing Pumps, Underground Tank leakage, nozzles not functioning or not functioning properly, constant voltage transformer (CVT) failure, totalizer not working etc. immediately.

In case of any fault (due to improper preventive maintenance), not rectified within prescribed time (72 hours), a minimum penalty of ₹ 5000/- per day will be levied for each such complaint. The cost of replacement of any accessories shall be borne by supplier including electrical system of canopy & pumps, etc. The breakdown reports shall be intimated by depots to supplier through calls/e-mail to the supplier. The successful bidder will provide the necessary contact nos. and email ids.

16. **STAMPING OF HSD PUMPS:**

Haryana Roadways shall arrange stamping of HSD pumps on its own cost

(Note: The expenditure on account of stamping of HSD Pump has been considered for Haryana Roadways since the delivery of HSD Oil from Dispensing Units is to be monitored and controlled in every aspects by the Haryana Roadways. The stamping of HSD Pump cannot be left with the selected bidder because there may be chances of collusion of selected bidder with Weight & Measurement Department for over or under delivery of HSD Oil from Dispensing Units.

17. **SUPPLIES, DELIVERY AND QUANTITY:**

The depots shall intimate the approximate requirement of HSD in writing/email/portal on weekly basis in advance on or before last day of previous week to the firm and submit a schedule giving quantity of HSD required during the succeeding week. The supplier shall endeavour to supply



the HSD to the depots as per schedule submitted by the said depots of the Haryana Roadways. In case of inadvertent failure of any depot to raise demand, the supplier shall supply HSD oil as per requirement of the last week. In the event of any reason, the supplier is unable to supply the HSD as per delivery schedule, the depot shall have liberty to procure the HSD from third party by invoking Risk Purchase Clause. The final rate shall be "On Door Delivery Basis at the bidder's Risk & Cost".

The supplies shall be only through calibrated tank/lorry trucks which meets all statutory requirements (like Explosive License from concerned authority/Department). Adequate pilfer-proof locks and seals/e-locking system will have to be provided on each tank/lorry to ensure pilfer-proof delivery. The supplier will be liable to attend any complaint and to replace the diesel if required immediately and in case of tampering of seals/locks unauthorized removal of HSD by the tank drivers resulting in short delivery of HSD or any other malpractice also. The lead time for swapping of diesel supply shall be counted @30KM per hour plus 4 hours after information through e-mail by General Manager of Haryana Roadways.

The supplier shall indicate the density of HSD in all their invoices. The depot at the time of taking delivery shall check the density. Before decanting the tank truck, the density of the HSD will be checked and compared with the density indicated in the invoice. In case the variation is beyond permissible limit as per norms the HSD supply will be rejected.

In case of shortage noticed while taking delivery, the compartment-wise shortage will be recorded on all copies of invoices. The cost of shortage will be recovered from the supplier's bill. The bills addressed to respective General Managers should be submitted in six copies.

**18. 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 (**Annexure-1**), G.O. No. 2/2/2010-4-IB-II dated 16.06.2014 (**Annexure-2**), G.O. No. 2/2/2010-4-IB-II dated 09.02.2015 (**Annexure-3**) will be applicable.

**19. Concession to MSMEs of State:**

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 (**Annexure-4**) and amendment vide G.O. No. 2/2/2016-4IB-II dated 11.12.2019 (**Annexure-5**) which will be applicable in respect of concessions to Haryana based MSMEs and KVIs (Khadi Village Industries). For claiming the relevant concessions 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. \*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 Udyog 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.

20. **Concession/benefits to Start ups/First Generation Entrepreneurs of State:**

The State Government has notified "Concession/benefits in Public Procurement to Start ups/First Generation Entrepreneurs of State" issued vide G.O. No. 2/2/2016-4I B-II dated 03.01.2019 (**Annexure-6**) which will be applicable in respect of concessions to Start ups/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.

21. **Grievance Redressal Mechanism for dealing with the representations/complaints/letters of the participating bidders/firms:**

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 (**Annexure-7**). All the bidders/firms which 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". The firm/bidder have to ensure that their communication is delivered/ reached within 5 working days and delay in postal delivery 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.

22. **Preference to 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 (**Annexure-08**).

23. **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(**Annexure-09**).

24. **Non Compliance of Agreement:**

Any firm/selected bidder that has been blacklisted at the time of submission of tender by Central Govt./any State Govt./PSU/STU 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 the tenders. All the participating firms/bidders will be required to submit an affidavit along with tender that the participating firm/bidder has not been blacklisted by any Central Govt./any State Govt./PSU/STU at the time of submission of tender. In case, contents of affidavit are not found correct during the course of decision, the offer of the

firm will not be considered. In case it is found that wrong facts are given in the affidavits, during the currency of the contract/agreement, future supply of HSD oil will be stopped along with encashment of EMD/BG deposited by the firm. However, further supply of HSD oil 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 Court of law.

25. In case bidder withdraws/modifies its offer within the validity period and submits forged /fake documents or does any unethical/un-business like activity, EMD/Bank Guarantee of the firm/bidder will be forfeited and other departmental penal action, as deemed fit, will be taken.

26. **TESTING :**

**DENSITY TEST:** HSD sample shall have to be collected from top and bottom of each compartment of tank truck before decanting in the presence of the tank truck driver. The density of the sample will be measured by a hydro meter & temperature by a thermometer and these obtained values will be compared with the help of "calibration chart" supplied by the OMC. If the sample is within the permissible range as per invoice, then only HSD oil would be decanted. The density checking kit will be provided by the selected HSD supplier. During random checking, if water contamination found beyond permissible limit, the firm will have to attend to the complaint immediately.

27. **FORCE MAJEURE**

- a) The Bidder or the Purchaser as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ("Force Majeure"). "Force Majeure" shall mean any event beyond the reasonable control of Purchaser or the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- b) A Force Majeure shall include, without limitation, the following:
  - i) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

- ii) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
  - iii) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- c) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.
- d) The party which has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed, the time for achieving Final Acceptance shall be extended.
- e) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.
- f) No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
  - i) Constitute a default or breach of the Contract;
  - ii) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- g) For the avoidance of doubt, it is expressly clarified that the failure on the part of the Bidder under this contract to implement any disaster contingency planning and back-up and other safeguards in accordance with the terms of this Agreement or against natural disaster, fire,

sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, Purchaser practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

- h) In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

28. **RISK PURCHASE CLAUSE:**

In case supplies are not made by the supplier as per the delivery schedule prescribed or the revised delivery schedule indicated by the General Manager, the concerned General Manager/depot authority shall have right to purchase HSD Oil from other sources from open market to avoid detention of bus fleet of Haryana Roadways and **any difference / increase in the amount of purchased HSD Oil along with any expenditure incurred on account of transportation of HSD Oil, toll tax etc. (if any) or any other misc. expenditure, will be recovered from the approved supplier from his pending bills /EMDs/BGs as the case may be.** Further the department shall issue Show Cause Notice of 30 days for termination /cancellation of the agreement/contract to selected bidder(s). Failure to provide justified reply to the Show Cause notice shall invite cancellation of the agreement/contract with the selected bidder.

However, in case of delay on account of Force Majeure Conditions, due to which the supplies of HSD Oil have been suspended /cancelled, the supplier shall not be held responsible.

29. The department reserves the right of accepting or rejecting any or all offers received in tender without assigning any reasons.
30. The successful tenderer shall be required to enter into an agreement with the department and shall have to comply with the terms and conditions of the Agreement/Contract. The successful tenderer/bidder shall continue to supply HSD oil till the validity period of the agreement, in case of failure to do so, the risk purchase clause will be invoked. The difference in price such as Basic Price, Transportation Charges, Toll Taxes (If any) and other expenditure incurred due to risk purchase will be recovered from the payments due of the firm, besides forfeiture of the Security Deposit.
31. **COMPLIANCE WITH LAWS:**
- The firm/selected bidder and the State Transport, Haryana shall perform their duties in strict compliance with all applicable laws in India, along with rules and regulations of the duly constituted Governmental authorities in India/state and shall obtain all licenses, registrations or other approvals, if any required by laws in India/state as per agreement.
32. **TRANSFER OF ASSETS:**
- Supplier shall undertake to transfer the infrastructure facility to the respective depot of Haryana Roadways at the time of completion or termination of contract, however Haryana Roadways will continue to use the facility without any obligation what so ever even after expiry of Agreement period or termination of contract.
33. **TERMINATION OF AGREEMENT/ CONTRACT: (EXIT CLAUSE):**
- 1<sup>st</sup> party (Haryana Roadways) shall have the right to terminate the contract at any time after the lapse of 12 months from the date of commencement of this Agreement by giving three months advance notice in writing without assigning any reason thereof. The Procuring Entity will terminate the contract / agreement by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has occurred or will occur thereafter to the Procuring Entity. Any claim or obligation arisen prior to such

termination under the agreement shall not be affected due to exercise of any right of termination and shall be binding upon the parties.

**34. ARBITRATION:**

All disputes and differences arising out of or concerning whatsoever, shall be referred to the Additional Chief Secretary / Principal Secretary to Govt. of Haryana, Transport Department for appointing the Sole Arbitrator to deal with disputes / differences. There shall 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.

35. Any clarification required on the terms and conditions of this tender should be referred to the Director, State Transport, Haryana, 2<sup>nd</sup> Floor, 30 Bays Building, Sector 17-C, Chandigarh prior to entering into the agreement.
36. Any amendment may be made at any time with mutual consent of both the parties if required.
37. All disputes or litigations are subject to the jurisdiction of Hon'ble Courts at Chandigarh.
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**Technical Bid**

1.	Name of the PSUs/OMCs/Bidder with full Address including fax & e-mail ID	
2.	Name of the Contact Person with mobile No & e-mail ID	
3.	Whether supplier confirm to supply BS-VI HSD & other requirement confirm to IS: 1460-2017 as per CMVR requirement or latest	
4.	Latest audited balance sheet of last three years i.e. 2017-18, 2018-19, 2019-20.	
5.	Undertaking for supply of ordered quantity of HSD	
6.	Annual Capacity of HSD Supplier	
7.	Whether the Supplier is having at least one supply location/terminal in Haryana, if yes, then provide the detail	
8.	Whether the firm/bidders have been blacklisted by any Central Govt./any State Govt./PSU/STUs at the time of submission of tender. Please enclose undertaking of Non-blacklisting	
9.	Particulars of Earnest Money Deposit amounting to ₹ 10.00 lakh (Haryana based MSMEs and PSUs are exempted from payment of EMD)	
10.	Confirm the firmness of the offered discount valid for a period of 120 days from the date of opening of the tender, if there is any delay in finalization of the tender, the bidders will be required to keep their offers open for further period as may be found necessary.	

Dated:

Signature of Authorized Person of OMC/PSU/firm/Bidder  
with stamp

## Annexure-'B'

Financial Bid

	A	B	C	D	E	H	I	J	K
Sr No.	Name of delivery point/location	Annual requirement in KL (Average /approximate)	Name of bidder's supply point	Basic price in ₹ per KL (as on 7 days before the closing date of the tender)	Excise duty as applicable (In ₹ per KL)	GST/VAT/SurchARGE on GST/VAT in ₹ per KL as applicable	Offered discount in ₹ per KL	Freight / Transportation Charges, Toll Charges, Transit Insurance etc. in ₹ per KL (fixed for contract period)	Net Lande d price in ₹ per KL
1	Ambala Depot	3300							
2	Bhiwani Depot	2800							
3	Chandigarh Depot	3000							
4	Charkhi Dadri Depot	2300							
5	Delhi Depot	2800							
6	Faridabad Depot (HSD delivery at Ballabhagarh)	2300							
7	Fatehabad Depot	2600							
8	Gurugram Depot	3700							
9	Hisar Depot	3900							
10	Jhajjar Depot	2200							
11	Jind Depot	2400							
12	Kaithal Depot	2800							
13	Karnal Depot	3750							
14	Kurukshetra Depot	2500							
15	Narnaul Depot	3350							
16	Nuh Depot	1850							
17	Palwal Depot	1850							
18	Panchkula Depot	2000							
19	Panipat Depot	2550							
20	Rewari Depot	3350							
21	Rohtak Depot	4400							
22	Sirsa Depot	3350							

2 3	Sonepat Depot	2700							
2 4	Yamuna Nagar Depot	3350							
2 5	Asandh Sub-depot (under progress)	900							
2 6	Bahadurgarh Sub-depot	1550							
2 7	Dabwali Sub-depot	950							
2 8	Gohana Sub-depot	1500							
2 9	Hansi Sub-depot	1150							
3 0	Kaika Sub-depot	1100							
3 1	Loharu Sub-depot	1000							
3 2	Mahendergarh Sub-depot (Under progress)	1000							
3 3	Naraingarh Sub-depot	900							
3 4	Narwana Sub-depot	700							
3 5	Pehowa Sub-depot	1200							
3 6	Safidon Sub-depot	700							
3 7	Tohana Sub-depot	1050							
3 8	Tosham Sub-depot	1000							

Note:-

1. The above average/approximate quantity of HSD can be increased or decreased according to the bus fleet/demand of the State Transport, Haryana.
2. The average demand of HSD for Karnal and Narnaul depots are likely to be increased by 9,00,000ltr and 10,00,000ltr per year in case of commissioning of new sub-depot at Asandh and Mahendergarh respectively in near future and the agreement for the same will be entered accordingly as per received/discovered rates in the tender with successful tenderer.

Dated

Signature of Authorized Person of OMC/PSU/firm/Bidder  
with stamp

DTC (Technical)

DTC(Store)

CAO (HQ)