

Directorate of State Transport, Haryana
30-Bays Building, 2nd Floor, Sector-17-B, Chandigarh
Website: www.hartrans.gov.in

TENDER NOTICE

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

Sr. No.	Name of Group/Item	Approx. value (In Rs.)	EMD to be deposited (In Rs.)	Tender Number	Start Date & Time of downloading of Tender online	Last Date & Time of submission of Tender online
1	Online Tender for supply of New Tyre Set of size 7.50x16-16PR with Tube & Flap (approx. Value Rs. 75.00 lakhs).	75 Lakh	2.00 Lakh	04/2020-21/SPO/HQ dated 07.08.2020	07.08.2020 at 12.00 noon	31.08.2020 at 12.00 noon

Note:- For detailed information please visit website <http://www.hartrans.gov.in> & etenders.hry.nic.in.

Dated: 06.08.2020

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for Director, State Transport,
Haryana, Chandigarh.

1	Start date of downloading e-tender documents	07/08/2020 at 12:00 Hrs
2	End date of downloading e-tender documents	28/08/2020 till 17:00 Hrs
3	Last Date of bid submission	31/08/2020 till 12:00 Hrs
4	Date of opening of e-tender	01/09/2020 at 12:00Hrs
5	EMD Fees	Rs. 2,00,000/-
6	Tender document fees	Rs. 5000/-
7	E-service fees	Rs. (as per applicable)

DOCUMENTS TO BE ATTACHED FOR SUBMITTING THE TENDER FOR SUPPLY OF NEW TYRE SET OF SIZE 7.50x16-16PR WITH TUBE & FLAP) APPROX. VALUE Rs. 75.00 LAKHS.

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 3 years.
4. A copy of latest test report as per tender specifications /valid BIS certification.
5. Certified copies of proof regarding eligibility criteria i.e.
 - a) Copy of valid TS-16949:2002 certification.
 - b) Proof of OE supplier for quoted tyre to any commercial vehicle manufacturers.
 - c) Copy of valid certifications i.e. IS:15636:2012 or amended, IS:13098.
6. Earnest Money Deposit amounting to Rs.2.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
7. Rs. 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 Rs. 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 TENDER FOR SUPPLY OF NEW TYRE SET OF SIZE 7.50x16-16PR WITH TUBE & FLAP) APPROX. VALUE Rs. 75.00 LAKHS

1	Eligibility	<p>a) The tyre manufacturer/bidder should be having valid TS-16949:2002 certification and should be OE supplier of the offered tyre to any commercial vehicle manufacturer.</p> <p>b) Tyre, tube and flap should meet the latest specifications as under:-</p> <p>For new Steel Radial/ Nylon Tyre sets:-</p> <p>(i) Tyre: As per IS:15636:2012 or latest</p> <p>(ii) Tube: As per IS:13098 or latest</p> <p>(iii) Flap: As per latest ASRTU specifications.</p>
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.
5	Specifications	<p>For new Steel Radial/ Nylon Tyre sets:-</p> <p>(i) Tyre: As per IS:15636:2012 or latest</p> <p>(ii) Tube: As per IS:13098 or latest</p> <p>(iii) Flap: As per latest ASRTU specifications.</p> <p>(iv) Speed Category (Symbol / Speed) – 110 kmph</p> <p>(v) Load Capacity Index –124</p> <p>(vi) Maximum Load Carrying Capacity at maximum pressure – Single: 1580 kg, Dual: 1390 kg.</p> <p>(vii) Over all section width (mm) – 216 ± 6</p> <p>(viii) Over all Diameter (mm) = 823 ± 6</p>
6	Validity of offer/Contract	<ul style="list-style-type: none"> • The offer should be valid for 6 months from the date of opening of tender. • The validity of contract will be 12 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 15 days 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 15 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 Rs.2.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
11	Tender Fee	Rs.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 Bank Guarantee equivalent to 5% of the total order value valid for 20 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 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	<p>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.</p> <p>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.</p>
15	Price Variation	Price fixed for one year.
16	Test	<p>Firm/bidder has to supply the ordered stores to various consignee depots (as per supply order) against one delivery 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/GCW, Chandigarh are found meeting the prescribed specifications, then test charges and cost of samples etc. will be borne by the consignee depots/GCW 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 firm/bidder 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 firm/bidder and firm/bidder 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 firm/bidder 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 firm/bidder will be debarred for participation in future tenders for a</p>

		period as decided by the Director, 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.
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 the lower rates.
20	<p>The purchase would be decided on the basis of the best valid rates, quoted. As per policy of the department of Industries & Commerce Department, Govt. of Haryana for procurement of stores & goods and turnkey contracts-negotiation regarding issued vide its circular No.2/2/2010-4/IB-II dated 16.6.2014, the negotiations could be held up to L3 bidder, if the difference between L1 quoted rate and those quoted by L2 & L3 is within 5% of the L1 quoted rate. In cases where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L1 bidder.</p>	
21	<p>As per policy of the department of Industries & Commerce Department, Govt. of Haryana for procurement of stores & goods vide order G.O. no. 2/2/2016-4IBII(I) dated 20.10.2016 –</p> <p>(i) Preference would be given to MSEs as 50% of the total tendered quantity provided quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfilment of other terms & conditions of the tender and further subject to fulfilment of conditions as per eligibility.</p> <p>(ii) Preference would be given to Medium Enterprises as 10% of the total tendered quantity provided quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfilment of other terms & conditions of the tender and further subject to fulfilment of conditions as per eligibility.</p> <p>(iii) Negotiations will be held only with L-I+5% firms/bidder. MSMEs within the price range of L-I+15% will be counter offered to match the finally arrived L-I rate. In case MSMEs within L-I+15% refuse to match the finally arrived L-I rate then the entire 60% (50% of MSEs & 10% for Medium Enterprises) of purchase preference will be transferred to L-I+5% category firms/bidder.</p> <p>(iv) In case, no Micro and Small Enterprises (MSEs) and Medium Enterprises (MEs) as per the eligibility criteria specified in the above instruction are within L-I+15% range, the entire 100% tendered quantity will be distributed as per existing guidelines.</p> <p>(v) In case, there are no Micro & Small Enterprises (MEs) within L1+15% range, the Purchase Preference quota of 50% of MSEs will stand transferred to open category making it from 40% to 90%.</p> <p>(vi) In case there are no Medium Enterprises (MEs) within L1+15% range, the Purchase Preference quota of 10% of MSEs will stand transferred to open category making it from 40% to 50%.</p> <p>(vii) In case, no MSMEs in within L1+5% range and there is one MSE & one ME in L1+15% range and further agree to match the arrived Li rate, the quantity distribution will be upto 40% for firm other than MSME, upto 50% for MSE and upto 10% for ME and so on.</p> <p>(viii) In case, there are MSMEs (both or either MSEs and MEs) within L1+5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms/bidder within L1+5% as per the existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be-any other firm/MSE/ME or any/more of these-other firm/MSE/ME matches the finally arrived price; in such a situation, appointment will be done as per the existing instructions of ration of 70:30 or 50:25:25 & so on. Thereafter, offer will be given to MSE and MEs within L+15% range to match the finally arrived L1 rate and if they agree to match the arrived L1 rate, the appointment</p>	

	of quantity will have many scenarios for the distribution of tendered quantities
22	<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 shall be entitled to 90% concession on deposit of the performance security amount which will be 0.2% of the value of the order.</u>
22A	<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.
23	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 the course of decision making the offer of the 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 the EMD/BG deposited by the 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.
24	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, State Transport, Haryana will have discretion either to revoke/reject the tender or cancel the pending order.
25	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 @ Rs.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.
26	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.
27	The firm/bidder will have to supply the evidence of GST paid along with the each invoice. The firm will mention tyre numbers of all tyres in the invoices. Without detail of tyre numbers in the invoice supply will not be accepted.
28	Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm.

29	The department reserves the right to modify/voke the order at any point of time without assigning any reason.	
30	Firm/bidder should have capability to supply the tendered qty.	
31	Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.	
32	The tenders submitted directly by the tyre manufacturers or their authorized distributors/ suppliers are eligible to quote for supply of new tyre sets of size 7.50x16-16PR only will be considered.	
33	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).	
34	<p><u>FORCE MAJEURE</u></p> <p>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.</p> <p>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.</p> <p>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.</p>	
34	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.
35	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 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 NEW TYRE SET OF SIZE 7.50x16-16PR WITH TUBE & FLAP VALUING APPROX.. Rs. 75.00 LAKHS.**

1	Name of the firm/bidder with full Address including fax & e-mail ID.	
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	<p>Are you a tyre Manufacturer or authorized dealer/distributor who is meeting following requirements:-</p> <p>a) The tyre manufacturer/bidder should be having valid TS-16949:2002 certification and should be OE supplier of the offered tyre to any commercial vehicle manufacturer.</p> <p>b) Tyre, tube and flap should meet the latest specifications as under:-</p> <p>For new Steel Radial/ Nylon Tyre sets:-</p> <p>(i) Tyre: As per IS:15636:2012 or latest</p> <p>(ii) Tube: As per IS:13098 or latest</p> <p>(iii) Flap: As per latest ASRTU specifications.</p> <p>(iv) Speed Category – M or latest</p> <p>(v) Load Capacity Index –Single 122, dual 118</p> <p>(vi) Maximum Load Carrying Capacity –single 1500 kg</p> <p>(vii) Over all Width -195 to 221mm</p> <p>(viii) over all Diameter = 796 to 820 mm</p> <p>(xi) Maximum Speed 130 Kmph</p>	
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/bidder the firmness of the rates for one year from the date of decision of tender.	
11	What is your capacity to supply per month	
12	Whether the firm/supplier has submitted the following documents?	
	(i) Test report of the offered tyre.	
	(ii) BIS Certificate.	
	(iii) TS-16949:2002 Certificate	
	(iv) IS:15636:2012 Certificate	
	(v) IS: 13098 Certificate	
13	Particulars of Earnest Money Deposit amounting to Rs.2.00 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 NEW TYRE OF SIZE 7.50x16-16PR valuing Rs.75.00 LAKHS Approx.

Sr. No.	Nomenclature	Specifications	Approx. Qty. in sets	Basic Rate (in Rs.per set)	Volume Disc. (in Rs. per set)	GST (in Rs. per set)	Cash Disc. (in Rs. per set), if any	Packing/Forwarding/any other extra charges (in Rs. per set)	Net landed rate on FOR door delivery basis (in Rs.per set)
1	New Tyre of size 7.50x16-16PR	As mentioned in the Terms & Conditions	900						
2	New butyl Tube Size 7.50x16-16PR for above tyre	-do-	900						
3	New Flaps for above tyre at Sr. no. 1	-do-	900						

Signature of authorized person of the firm/bidder with seal

