| | | | UX. | - |
|---|----------------------|----------------------------------|--------------|-----------------------------|
| Transport, Haryana, Chandigarh | Directorate of State | department/Board/ Corp./Auth. | Name of | |
| online tender of Asbestos Free Brake Linings and Clutch Facings with Alu. Rivets. | Tender Notice for | /Notice/Tender | Name of Work | |
| hours 28.09.2023 at 12.00 hours | 13.09.2023 at 09.00 | Closing Date | Opening Date | PUBLIC NOT |
| 2.00 lacs | 228 ace / | (Approx.) in | Amount/Engl | PUBLIC NOTICE/TENDER NOTICE |
| ans.gov.in | 5#5-/A | Department | i c | 30. |
| Sn. Sarbjeet Singh Mann/ 01722710371/ dtcpndhr@gmail. com | etail/Email | Nodal Officer/Contact/D | 1 | |
| Goods | Tender | Type | | |
| 07/2023- 24/SPO/HQ dated 13.09.2023 | | Tender Ref. | | |

-sd-Director, State Transport, Haryana

DOCUMENTS TO BE ATTACHED FOR SUBMITTING TENDER FOR SUPPLY OF ASBESTOS FREE BRAKE LININGS AND CLUTCH FACING WITH ALU. RIVETS VALUING APPROX ₹ 2.28Crore.

a) Along with technical bid:-

- 1. Terms & Conditions duly signed and stamped
- Annexure 'A' duly filled and signed.
- 3. An affidavit that firm has not been blacklisted by Central Govt. / Any State Govt. / PSU/ STUs during the last 3 years.
- 4. Copy of latest test report (less than one year old).
- 5. Certified copies of proof regarding eligibility criteria i.e.
 - ➤ Bus Chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd.

OR

Manufacturers who are/were O.E. supplier of asbestos free Brake Linings and Clutch Facing to any bus chassis manufacturer (M/s TML or M/s A.L.L.) during the last three years, proceeding the closing date of tender.

OR

- Manufacturer and supplier of asbestos free Brake Linings and Clutch Facing to O.E. supplier of brake system and clutch plate assembly to any bus chassis manufacture (M/s TML or M/s A.L.L.).
- 6. Earnest Money Deposit amounting to ₹2.00 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.

Note:- Financial Commissioner & Principal Secretary to Govt. Haryana, Transport Department vide their U.O. No.12/1/2011-1FG-II/1166 dated 17.8.2011 or latest had conveyed exemption to deposit earnest money and security by Chassis Manufacturer, Single Source Original Equipment Supplier firms and Public Sector Undertakings.

b) Along with financial bid:-

1. Commercial bid duly filled and signed as per Annexure 'B'

TERMS & CONDITIONS FOR SUBMITTING TENDER FOR SUPPLY OF ASBESTOS FREE BRAKE LININGS AND CLUTCH FACINGS WITH ALU. RIVETS VALUING APPROX ₹ 2.28 Crore.

| 1 | Eligibility Criteria | Bus Chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd. OR |
|----|--|---|
| | | Manufacturers who are/were O.E. supplier of asbestos free Brake Linings and Clutch Facing to any bus chassis manufacturer (M/s TML or M/s A.L.L.) during the last three years, preceding the closing date of tender. OR |
| | | Manufacturer and supplier of asbestos free Brake Linings and Clutch Facings to O.E. supplier of brake system and clutch plate assembly to any bus chassis manufacturer. |
| 2 | Place of Delivery | Depots of Haryana Roadways. |
| 3 | Goods and Services Tax (GST) | GST applicable as per latest Govt. of India /State Govt. notification effective from 01.07.2017 or amended time to time. |
| 4 | Packing and Forwarding | Inclusive & Securely packed. |
| 5 | Specifications | As per ASRTU specification i.e. AS: 307:81 March: 2014 or latest applicable for Asbestos free Quality with aluminum rivets (extra long) |
| 6 | Validity of offer | Valid for 04 months from the date of opening of technical bid of tender. |
| 7 | Validity of Contract | The validity of contract will be 12 months from the date of issue of initial supply order. |
| 8 | 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. |
| 9 | Payment term | Payment Term: 100% payment within 30 days from the date of satisfactory receipt of stores in the consignee depot. |
| 10 | Delivery schedule | Acceptance of delivery period i.e. 1 st delivery schedule quantity equivalent to one month requirement within 15 days of issuing of confirmed supply order and thereafter as per delivery schedule mentioned in order. |
| 11 | Earned Money Deposit | Earnest Money Deposit amounting to ₹2.00 lacs { Haryana based Micro & Small Enterprises (MSE) are exempted from payment of EMD} to be deposited online only. |
| 12 | Tender document charges | ₹5000/- as tender fee (Haryana based Micro & Small Enterprises (MSE) are exempted from payment of tender fees) to be deposited online only. |
| 13 | 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 30 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 timely supply of the material. The firm 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 and 0.2% of the order value in case of Haryana Based Micro and Small Enterprises) |
|----|-----------------|---|
| 14 | 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. The excess cost thus incurred will be recovered from the supplier from his pending bills/EMD/BG/through legal action. The procedure of risk and cost purchase will be adopted after serving registered notice to supply stores within 15 days. |
| 15 | Price Variation | Fixed price for one year after decision. |
| | | |
| 16 | Test | Firm 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 Tata depots will be considered as single lot and store supplied against one delivery schedule to all the Leyland depots will be considered as other 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.

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 of any size of brake lining 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 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 that participated in the tenders without issuing any further notice. Moreover, recovery of testing charges alongwith cost of sample, postage charges and administrative charges etc. as per ASRTU criteria will be imposed on the firm and firm 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 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 will be cancelled and the firm will be debarred for participation in future tenders for a 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 manufacturing defect, if any.

| 19 | Fall Clause | The price offered in the tender for the store shall not exceed in any way from the lowest price at which the tenderer supply/offer the store of the identical description to DGS&D New Delhi/ Any State Govt./ Undertaking/any STUs during the delivery period/currency period of the supply order. If at any time during the delivery period/currency period, the successful tenderer supplies/offer the quoted stores to any person at the price lower than the price chargeable under this supply order/contract, the tenderer shall forthwith notify such reduction and inform this office. The price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D New Delhi/ Any State Govt./ Undertaking/any STUs during the corresponding period. |
|----|-----------------------|---|
| 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 | 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 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. *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 Udhyog 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. |
| 22 | | 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 |

| | I | | | | | | | |
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| | | 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. | | | | | | |
| 23 | 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 | | | | | | |
| 24 | Restriction in Public | The restriction on procurement from bidders from a Country or | | | | | | |
| | procurement from | Countries on grounds of Defence of India or matters directly or | | | | | | |
| | bidders of certain | indirectly related thereto including National Security shall be governed by Govt. Order No. 02/09/2020-4IB-II dated 10.12.2020 | | | | | | |
| | Countries | , | | | | | | |
| 25 | Any firm that has been | blacklisted during the last 3 years by Central Govt./ any State Govt./ | | | | | | |
| | PSI I/STI is on the basis of submitting of the forged documents/non supply of material/failure of | | | | | | | |

- 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 will be required to submit an affidavit along with tender that the participating firms 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 source at the risk and cost of firm and extra cost involved will be recovered from encashed EMD/BG or through law of Court.
- 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'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.

- 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 gets lowered than Q.Rs applicable at the time of tender, Director General, State Transport, Haryana will have discretion either to revoke/reject the tender or cancel the pending order.
- Firms (in case of OE supplier and the Manufacturers and supplier of Asbestos free brake lining and clutch facing to OE supplier of brake system and clutch plate assembly to any bus chassis manufacturers) shall submit an affidavit that bus chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd. has not debarred firm during last three years on the basis of poor quality of brake linings and clutch facings (failure of samples).
- 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 General State Transport Haryana, 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. |
|----|---|
| 30 | 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 of the firm will be forfeited and other departmental penal action, as deemed fit, will be taken. |
| 31 | The department reserves the right to modify/revoke the order at any point of time without assigning any reason. |
| 32 | Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered. |
| 33 | The firm will have to supply the evidence of GST paid along with the each invoice. |
| 34 | Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm. |
| 35 | Firm should have capability to supply tendered qty. In case of not having the tendered quantity capacity, the firm should indicate the quantity that the firm would be capable of supplying to Haryana Roadways. |
| 36 | Special Concessions for Haryana based Micro and Small Enterprises- As per Govt. of Haryana, Industry and Commerce Department vide order no. 2/2/2010-4-IB-II dated 20.10.2016 or latest, 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. 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. |
| 37 | Concessions / Benefits in Public Procurement for Startups / First Generation Entrepreneurs in Haryana. — 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 exempted for submitting following payments: (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. |
| 38 | The tender submitted directly by the manufacturer meeting the eligibility criteria will only be considered. However, supply could be accepted directly from the manufacturer or his sole selling distributor appointed as per ASRTU Rate Contract. |
| 39 | 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 Go | ovt. of Haryana / ASRTU, New Delhi). |
|----|--|---|
| 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 to Govt. of Haryana, Transport Department Haryana /Principal Secretary to Government of Haryana Transport Department, Haryana 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. |
| 41 | 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. |

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

Dated: - Signature of Authorized
Person of firm with stamp

Technical Bid

TENDER FOR SUPPLY OF ASBESTOS FREE BRAKE LININGS AND CLUTCH FACINGS WITH ALU. RIVETS VALUING APPROX ₹ 2.28 CRORE.

| 1 | Name of the firm with full Address including fax & e-mail ID |
|----|--|
| 2. | Name of Contact Person with Mobile No., Fax no. & e-mail ID |
| 3 | Brand name |
| 4 | Bank details required for releasing payment through RTGS |
| 5 | Are you :- |
| | Bus Chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd. OR |
| | Manufacturers who are/were O.E. supplier of asbestos free Brake Linings and Clutch Facings to the bus chassis manufacturers during the last three years, proceeding the closing date of tender and as confirmed in Rate contract issued by ASRTU, New Delhi. OR |
| | Manufacturer and supplier of asbestos free Brake Linings and Clutch Facing to O.E. supplier of brake system and clutch plate assembly to any bus chassis manufacturer. |
| 6 | Are you a Haryana based Micro and Small Enterprises. |
| 7 | Indicate the location/address from where the firm will supply the material / issue the invoices of supply materials. |
| 8 | Have you submitted the Financial Bid as per Annexure 'B' |
| 9 | Confirm the firmness of the rates for one year from the date of decision of tender. |
| 10 | What is your capacity to supply mentioned materials per month. |
| 11 | Product Latest Test Report (less than one year old) |
| 12 | Whether EMD amounting to ₹ 2.00 lacs { Haryana based Micro & Small Enterprises (MSE) are exempted from payment of EMD} has been deposited online? |

Dated

Signature of Authorized Person of firm with stamp

FINANCIAL BID ANNEXURE-'B'

TENDER FOR SUPPLY OF ASBESTOS FREE BRAKE LINING WITH ALUMINUM RIVETS AND CLUTCH FACING WITH ALUMINUM RIVETS APPROX.VALUE ₹ 2.28 CRORE.

| Sr. No. | Nomenclature | Part no. | Specification | App. Qty in sets | Basic Rate (in ₹) | Qty. Disc. (in ₹) (if any) | Cash Disc. (in `) | GST (in ₹) (if any) | Any other discount. (in ₹) | Packing/ Forwarding/ any other extra charges (in ₹) | Net landed prices (in ₹ per set) on FOR Destination basis |
|------------|---|--------------------|--|------------------------|-------------------------|----------------------------------|-------------------------|------------------------|----------------------------|--|---|
| 1 | Ft. Brake Lining with Rivets STD | 257342130124 | As per ASRTU specification i.e. AS: | 40 | | | | | | | |
| 2 | Ft. Brake Lining with Rivets 1 mm | 257342130125 | 307:81 March: 2014 or latest applicable. | 135 | | | | | | | |
| 3 | Ft. Brake Lining with Rivets 2 mm | 257342130126 | Asbestos free Quality | 495 | | | | | | | |
| 4 | Rr. Brake Lining with Rivets STD | 257342330124 | with aluminium rivets (extra long) | 81 | | | | | | | |
| 5 | Rr. Brake Lining with Rivets 1 mm | 257342330125 | | 370 | | | | | | | |
| 6 | Rr. Brake Lining with Rivets 2 mm | 257342330126 | | 565 | | | | | | | |
| 7 | Rr. Brake Lining with Rivets STD 8", 12 hole for Haryana Shakti Model | P3610351/P361745 | | 667 | | | | | | | |
| 8 | Rr. Brake Lining 1/32, 8" 12 hole H.S. | P3616051/ P3617351 | | 753 | | | | | | | |
| 9 | Rr. Brake Lining 1/16, 8" 12 hole H.S. | P3616151/ P3617451 | | 1874 | | | | | | | |
| 10 | Clutch facings 14" with rivets. | P3600114 | | 536 | | | | | | | |
| 11 | Rr. Brake Lining with Rivets STD 7", 10 hole | P0960251/P1701251 | | 520 | | | | | | | |
| 12 | Rr. Brake Lining with Rivets 1/32 7", 10 hole | P3601751/ P1701351 | | 890 | | | | | | | |
| 13 | Rr. Brake Lining with Rivets 1/16 7", 10 hole | P3601851/ P1701451 | | 1570 | | | | | | | |
| 14 | Rr. Brake Lining with Rivets STD | P3601651 | | 140 | | | | | | | |

| 15 | Rr. Brake Lining with Rivets 1/32 | P3601751 | 160 | | | |
|----|---|--------------------------------|------|--|--|--|
| 16 | Rr. Brake Lining with Rivets 1/16 | P3601851 | 360 | | | |
| 17 | Rr. brake lining with rivets 1/8 | P3604151 | 1036 | | | |
| 18 | Rr. Brake Lining with Rivets 1/8 7" 10 holes | P3606651/P3615151 | 70 | | | |
| 19 | Rear Brake Linings with Rivets 1/8 8" 12 Hole | P3616251 | 1332 | | | |
| 20 | Ft And REAR B.L BS VI STD For BS- VI Buses | 410642990255 / 410642990278 | 2023 | | | |
| 21 | Ft And REAR B.L BS VI 1MM For BS- VI Buses | 410642990256 / 410642990279 | 1868 | | | |
| 22 | Ft And REAR B.L BS VI 2MM For BS- VI Buses | 410642990257 / 410642990280 | 1845 | | | |
| 23 | Rr. Brake Lining With Rivets STD For BS-VI Buses | PD600613 | 220 | | | |
| 24 | Rr. Brake Lining With Rivets 1/32 For BS-VI Buses | PD600614 | 220 | | | |
| 25 | Clutch facing with rivets | 272425200146 | 80 | | | |

Date: Signature of authorized person of the firm with seal