

Directorate of State Transport, Haryana
30-Bays Building, 2nd Floor, Sector-17, Chandigarh
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To

Director,
Public Relations,
Haryana, Chandigarh.

e-mail: dipradvt@gmail.com

Memo No:- 2345/SPO/HQ

Dated:- 08.11.2023

Subject: - Fresh online tender Notice for purchase of Polypropylene container Automotive Batteries of different sizes for meeting one year requirement in depots of Haryana Roadways valuing Rs.2.90 Crore approx.

Please find enclosed herewith copy of Tender Notice for getting it advertised in leading News Papers i.e. at least three nos. of English newspapers and at least three nos. of Hindi newspapers having circulation in Haryana and NCT Delhi for wide publicity for Purchase of Polypropylene container Automotive Batteries of different sizes for meeting one year requirement in depots of State Transport Haryana. The Tender Notice should appear in News Papers on or before 09.11.2023.

You are requested to send the copies of News Papers in which tender notice has been advertised for the information of this office.

Encl:- As above.



**Deputy Transport Controller (S),
for Director State Transport
Haryana, Chandigarh.**

Endst No. 2346-2347 /SPO/HQ

Dated: 08.11.2023

A copy of the above is forwarded to the followings:-

1. Director General, Supplies & Disposals , Haryana, Chandigarh for information, please.
2. Director (Tech.), Association of State Road Transport Undertakings, ASRTU Bhawan, Plot No. 4-A, PSP Block Pocket-14, Sector-8, Dwarka , New Delhi-110075 with the request for up-loading our tender notice on the ASRTU website and display it on the notice board of the ASRTU.


**Deputy Transport Controller (S),
for Director State Transport
Haryana, Chandigarh.**

TENDER NOTICE

SR. No.	Name of department/Board/Corp./Auth.	Name of Work /Notice/Tender	Opening Date Closing Date (Time)	Amount/EM D (Approx.) in Rupees	Website of the Department	Nodal Officer/Contact/Detail/Email	Type of Tender	Tender Ref. No./Tender No.
1	Directorate of State Transport, Haryana, Chandigarh	Purchase of Polypropylene Automotive Batteries of different sizes	09.11.2023 at 14.00 hours 29.11.2023 at 15.00 hours	2.90 Crore/ 2.00 lacs	http://www.haryana.gov.in	Sh. Sarbjeeet Singh Mann/ 01722710371/ dtcpndhr@gmail.com	Goods	09/2023-24/SPO/HQ dated 08.11.2023

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Director, State Transport, Haryana

DOCUMENTS TO BE ATTACHED FOR SUBMITTING TENDER FOR SUPPLY OF POLYPROPYLENE CONTAINER AUTOMOTIVE BATTERIES, VALUING Rs. 2.90 Crore (approx.).

a) Along with technical bid:-

1. Terms & Conditions duly signed and stamped
2. 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 reports.
5. Certified copies of proof regarding eligibility criteria i.e. tenderer is OE supplier to any six wheeler truck/bus manufacturer of polypropylene container automotive batteries and meeting the latest ASRTU specifications of such batteries.
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 filled and signed as per Annexure 'B'.

TERMS & CONDITION FOR SUBMITTING TENDER FOR SUPPLY OF POLYPROPYLENE CONTAINER AUTOMOTIVE BATTERIES VALUING Rs. 2.90 Crore (approx.).

1	Eligibility Criteria	Manufacturers of Polypropylene Container Automotive Batteries and OE suppliers to six wheeler Truck/Bus manufacturer meeting the latest ASRTU specifications of such batteries. OR <ul style="list-style-type: none"> Manufacturers of Polypropylene Container Automotive Batteries, having supplied Polypropylene Container Automotive Batteries in at least three STU's for minimum three years with satisfactorily performance and meeting the latest ASRTU specifications of such batteries. Annual Turnover of OEM should have minimum of Rs. 50 crores and Annual Turnover of non-OEM bidders should be minimum of Rs. 05 crores, during year 2022-23.
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 or amended time to time.
4	Packing and Forwarding	Inclusive & Securely packed to protect. The Automotive Batteries should be properly packed.
5	Specifications	As per ASRTU specifications AS: 311:69: JULY: 2005, AS: 67: JULY: 2004 or latest.
6	Validity of offer	Valid upto 6 months from the date of opening 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	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 equivalent to one month requirement schedule 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 Rs. 2.00 lacs .(Haryana based MSEs are exempted from payment of EMD) to be deposited online only
12	Tender Fee	Rs. 5000/- as tender fee .(Haryana based MSEs 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 36 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 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	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>
16	Price Variation	Variable prices strictly as per ASRTU Rate Contract. If any additional discount/lower rate is offered by the firm in our tender, then ASRTU increase/decrease will be allowed proportionate in percentage. However, no increase in prices will be allowed on delayed supply of stores, if increase had taken after scheduled delivery date.
17	Test	<p>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.</p> <p>In case the random samples, drawn from the</p>

		<p>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 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.</p>
18	Delay Penalty	<p>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.</p>
19	Warranty	<p>Minimum for 24 months from the date of fitment of the battery in the bus or after one month from the date of supply to the consignee. If any consignee noticed any premature failure of any automotive battery, consignee will inform immediately to the firm for joint inspection of the premature failed battery and on receipt of the complaint by the firm, the firm will have to settle the issue within 15 days from the date of the receipt of the complaint from the consignee. In case of firm not settling the issue of premature failed reported battery, a recovery will be made from the payment of the firm/bank guarantee without giving any notice.</p>
20	Fall Clause	<p>The firm will be subjected to fall clause, in case of supply at lower rate than offered to the Haryana Govt. or any other State Transport Undertaking / Govt. Organization from the date of offering the lower rates.</p>
21	<p>Any firm 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 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</p>	

		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 by encashing EMD/BG or through law of Court.
22		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.
23		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 DHPPC shall be applicable.
24	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 or latest 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>
25	Concession / benefits to Startups / First Generation Entrepreneurs of State	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 or latest 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.
26	Grievance Redressal Mechanism for dealing with the representation	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 or latest. All the bidders/firms who want to make any representation/complaint against any issue related to their technical

	s /complaints / letters of the participating bidders/firms	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.
27	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
28	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
29	<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 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. <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.	
30	<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 or latest, 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 or latest 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.	
31	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 @ ` 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.	
32	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 will be forfeited and other departmental penal action, as deemed fit, will be taken.	
33	The department reserves the right to modify/revoke the order at any point of time without assigning any reason.	
34	Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.	
35	Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm.	
36	Firm/bidder will have to supply the evidence of GST paid along with the each invoice.	
37	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.	
38	The tenders submitted directly by the manufacturers 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 Govt. 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 / 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.
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 POLYPROPYLENE CONTAINER AUTOMOTIVE BATTERIES
VALUING Rs. 2.90 Crore Approx.**

Sr. No.	Description	Firm is required to fill the Column
1	Name of the firm with full Address	
2.	Name of Contact Person with Mobile No., & e-mail ID	
3	Brand name of batteries to be supplied	
4	Bank detail required for releasing payment through RTGS	
5	<p>Are you manufacturers of Polypropylene Container Automotive Batteries and OE suppliers to six wheeler Truck/ Bus manufacturer and meeting the latest ASRTU specifications of such batteries (enclose proof).</p> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Manufacturers of Polypropylene Container Automotive Batteries, heaving supplied Polypropylene Container Automotive Batteries in at least three STU's for minimum three years with satisfactorily performance and meeting the latest ASRTU specifications of such batteries. <p>Annual Turnover of OEM should have minimum of Rs. 50 crores and Annual Turnover of non-OEM bidders should be minimum of Rs. 05 crores, during year 2022-23 (enclose proof).</p>	
6	Are you a Haryana based Micro and Small Enterprises.	
7	Have you submitted the Financial Bid as per Annexure 'B'	
8	What is your capacity to supply per month	
9	Product Latest Test Report	
10	Particulars of Earnest Money Deposited amounting to Rs. 2.00 lacs (Haryana based MSEs are exempted from payment of EMD).	
11	Are you a Haryana based Startup / First Generation Entrepreneur?	
12	Please specify the location of the billing / invoice	
13	Confirm the firmness of rates for one year from date of decision of tender	

Dated**Signature of Authorized
Person of firm with stamp**

FINANCIAL BID**TENDER FOR SUPPLY OF POLYPROPYLENE CONTAINER AUTOMOTIVE BATTERIES VALUING APPROX Rs. 2.90 Crore.**

Sr. No.	Specifications	Nomenclature	Estimated Qty. in Nos.	Basic Rate (in Rs.)	Qty. Disc. (in Rs.) (if any)	GST (in Rs.)	Cash Disc. (in Rs.) (if any)	Packing/Forwarding/ any other extra charges (in Rs.)	Net landed rate (in Rs.) on FOR Destination basis
1.	As per ASRTU specification AS: 311:69: JULY: 2005, AS: 67: JULY:2004 or latest with warranty of minimum 24 months	Polypropylene Container Automotive Batteries 12V-21P-150AH	2680						
2.		Polypropylene Container Automotive Batteries 12V-25P-180AH	160						
3		Polypropylene Container Automotive Batteries 12V-25P-130AH	170						

Dated: -

Signature of Authorized
Person of firm with stamp

