Opening Date Closing Date
Opening Date Closing Date (Time)
Work
Name of Work /Notice/Tender
Name of department/Board/ Corp./Auth.

DOCUMENTS TO BE ATTACHED FOR SUBMITTING TENDER FOR PURCHASE OF DIESEL EXHAUST FLUID (AQUEOUS UREA SOLUTION) THROUGH IBC MODEL FOR NEXT ONE YEAR IN DEPOTS OF HARYANA ROADWAYS, TOTAL VALUING ₹ 16.20 CRORE (APPROX.)

### 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 has not been blacklisted by Central Govt. / Any State Govt. / PSU/ STUs during the last 3 years.
- 4. A copy of valid latest test report approved by ARAI/CIRT as per tender specifications (less than one year old).
- 5. Certified copies of proof regarding eligibility criteria.
- 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:- Central and State Public Sector Undertakings are exempted to deposit EMD, BG and for other terms & conditions i.e. risk purchase, delay penalty, testing of samples and payment against delivery of store by Financial Commissioner & Principal Secretary to Govt. Haryana, Finance Department vide their U.O No. 12/1/2011-1FG-II/1166 dated 17.8.2011.

## b) Along with financial bid:-

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

# **TECHNICAL BID**

TERMS & CONDITIONS FOR SUBMITTING TENDER FOR PURCHASE OF DIESEL EXHAUST FLUID (DEF) (AQUEOUS UREA SOLUTION) THROUGH IBC MODEL FOR NEXT ONE YEAR IN DEPOTS OF HARYANA ROADWAYS, REQUIRED FOR BUSES TOTAL VALUING ₹ 16.20 CRORE (APPROX.).

1	Eligibility Criteria	(a) Any Public Sector Oil Marketing Companies/Multi-National Oil Marketing firm and their Oils & Lubricants and Diesel Exhaust Fluid (DEF) are recommended by the Chassis Manufacturers i.e. M/s Tata / M/s Ashok Leyland / M/s Volvo/ M/s Eicher (enclose proof).  OR	
		(b) Any Indian Oil Manufacturing firm having valid Rate Contract with ASRTU, New Delhi meeting all parameters of DEF recommended by Chassis Manufacturers.	
2	Place of Delivery	Destination (door delivery including unloading at the Depots and Sub 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.	
5	Specifications	As per the latest Chassis manufacturer/OE specifications and ISO 22241	
6	Validity of offer	The offer should be valid for 06 months from the date of opening of tender.	
7	Validity of Contract	The validity of contract will be 12 months from the date of issuing of 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 offer 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 of Diesel Exhaust Fluid (DEF)	Payment Term: 100% payment within 30 days from the date of satisfactory receipt of stores in the consignee depot.	

		measurement.  The specifications of containers and DEF Dispenser Unit are attached at Annexure 'C'.		
11	Earned Money Deposit	Earnest Money Deposit amounting to ₹ 2.00 lacs(Haryana based MSEs are exempted from payment of EMD) to be deposited online only.		
12	Tender Fee	₹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 20 months from the date of issue of initial supply order. This is liable to be revoked/ forfeited without notice 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	Small Enterprises)  1) In case of non-supply of material as per delivery schedule of the supply order or as modified by concerned consignees and supplying materials that are found failed in testing and are not replaced during the prescribed period of 10 days after receipt of intimation of failure / rejection, the consignees will have right to purchase the materials of the same specifications from other alternate sources on ASRTU Rate Contract/ valid firm participated in the tenders at the risk and cost of the firm. The excess cost thus incurred will be recovered from the supplier firm from its pending bills/EMD/BG or through legal action. The action of risk and cost purchase will be adopted after serving a registered 15 days notice in case of non-supply of scheduled stores as per delivery schedule. However, no such notice will be required for supplying the fresh material against rejected materials on finding the supplied materials not meeting the required specifications.  2) The action of risk purchase once decided under intimation to the firm will not be stopped after issuing the supply order to the alternate source having rate contract with ASRTU/ valid firm participated in the tenders and the supply schedule of ordered materials to the extent of quantity of risk purchase will not be accepted of the successful bidder. The source for risk purchase will be decided from the Rate Contract holders of ASRTU offering lower rate with delivery period of 10 days. However, materials purchased on risk & cost basis from alternate source will be accepted after being found meeting the prescribed supply order specifications.		
15	Price Variation	Fixed price till the validity period of the tender / supply order.		
16	Test	Firm has to supply the ordered Quantity to various consignee depots/ sub depots (as per supply order) against one delivery schedule included in supply order from one lot. The quantity supplied against one delivery schedule to all depots /sub 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. In case the random samples, drawn from the supplied quantity of any consignee depot / sub 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 the prescribed specifications in testing the prescribed specifications.		
		meeting the prescribed specifications in testing, then complete lot supplied Page 3 of 10		

		against that schedule to all the consignee depots / sub 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 along with 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 General, State Transport Haryana, Chandigarh in addition to replacement of the rejected store and imposition of additional penalty of 1% of total lot value as mentioned above.
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 any manufacturing defect noticed, 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 Any State Govt./ Undertaking/any STUs / PSUs 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 Any State Govt./ Undertaking/any STUs / PSUs 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, G.O. No. 14/29/2023-6FA dated 26.05.2023 or latest will be applicable or any amendments thereafter till the finalization of the rates by HPPC/ DHPPC shall be applicable.
21	Concession to MSMEs	The State Government has notified "Haryana State Public Procurement
	of State.	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
<u></u>		and addantification proof from Government additionates 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	Concession / benefits to	The State Government has notified "Concession/benefits in Public	
	Startups / First	Procurement to Startups/First Generation Entrepreneurs of State" issued	
	Generation	vide G.O. No. 2/2/2016-4I B-II dated 03.01.2019 or latest which will be	
	Entrepreneurs of State	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.	
23	Grievance Redressal	A time bound Grievance Redressal Mechanism for dealing with the	
	Mechanism for dealing	representations/complaints/letters of the participating bidders/firms in the	
	with the representations	tendering process in the State Public Procurement will be governed by	
	/complaints / letters of	State Government Policy issued vide G.O. No.2/2/2016-4I-B II of dated	
	the participating	25.07.2016 or latest. All the bidders/firms who want to make any	
	bidders/firms	representation/complaint against any issue related to their technical	
		scrutiny of the bids may do the same within 5 working days (up to 05:00	
		PM of the Fifth Working day) of the date of issue of letter/ intimation	
		regarding their "As per NIT/Not as per NIT status". They have to ensure	
		that their communication is delivered/ reached within 5 working days and	
		delay in postal will not be counted as a valid reason. No	
		representation/complaint in whatsoever manner from the bidders/firms will	
		be entertained after the opening of Financial Bid.	
24	Make in India	The public procurement in the State in reference to "Preference to make in	
24	wake in india		
		India" shall be governed by Govt. order No. 02/08/2020-4IB-II dated	
		18.11.2020 or latest.	
25	Restriction in Public	The restriction on procurement from bidders from a Country or Countries	
	procurement from	on grounds of Defence of India or matters directly or indirectly related	
	bidders of certain	thereto including National Security shall be governed by Govt. Order No.	
	Countries	02/09/2020-4IB-II dated 10.12.2020 or latest.	
26	•	blacklisted during the last 3 years by Central Govt./ any State Govt./	
		s of submitting of the forged documents/non supply of material/failure of	
	•	nplying the contract obligations etc. shall not be allowed to participate in	
	·	articipating firms will be required to submit an affidavit along with tender that	
		ave 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 cou		
	decision making the offer of the firm will not be considered. In case of being found not conducted during supply of ordered stores, supply of balance order will be cancelled along with encast		

	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.
27	FORCE MAJEURE - Notwithstanding the provisions of the bid, the bidder shall not be liable for
	forfeiture of its performance security, liquidated damages or termination for default, if and to the
	extent that, its delay in performance or other failure to perform its obligations under the contract, is
	the result of an event of Force Majeure.
	For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and
	not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such
	events may include, but are not restricted to, acts of the client either in its sovereign or contractual
	capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	If a Force Majeure situation arises, the bidder shall promptly notify the client in writing of such
	conditions and the cause thereof. Unless otherwise directed by the client in writing, the bidder shall
	continue to perform its obligations under the contract as far as reasonably practical, and shall seek
	all reasonable alternatives means for performance not prevented by the Force Majeure event. The
	client may terminate this contract, by giving a written notice of minimum 30 days to the bidder, if as
	a result of Force Majeure; the bidder is unable to perform a material portion of the contract.
28	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.
29	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 lac 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 1st
	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	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.
37	The tenders submitted directly by the manufacturers meeting the eligibility criteria to quote the Oil,
	Lubricants, Radiator Coolants & Aqueous Urea Solution only will be considered. However, supply
	could be accepted directly from the manufacturer or their sole selling distributor appointed as per
	ASRTU Rate Contract.
38	Balance terms & conditions, if any, shall be as per standard terms & conditions issued by
	Directorate of Supplies & Disposals, Haryana (may be seen at website i.e. <u>www.dsndharyana.gov.in</u>

	/website of Govt. of Haryana / ASRTU, New Delhi).		
39	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 /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	
40	Jurisdiction	making the award on request from either of the parties.  Any dispute or difference or claim etc., shall be subject to the exclusive	
40	Julisulction	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

## Note:-

Central and State Public sector Undertakings are exempted to deposit EMD, BG and for other terms & conditions i.e. risk purchase, delay penalty, testing of samples and payment against delivery of store by Financial Commissioner & Principal Secretary to Govt. Haryana, Finance Department vide their U.O No. 12/1/2011-1FG-II/1166 dated 17-8-2011.

# **TECHNICAL BID**

TENDER FOR PURCHASE OF DIESEL EXHAUST FLUID (AQUEOUS UREA SOLUTION) THROUGH IBC MODEL FOR NEXT ONE YEAR IN DEPOTS OF HARYANA ROADWAYS, TOTAL VALUING ₹ 16.20 CRORE (APPROX.)

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 detail required for releasing payment through RTGS	
5	Are you  (a) Any Public Sector Oil Marketing Companies/Multi- National Oil Marketing firm and their Oils & Lubricants and Diesel Exhaust Fluid (DEF) are recommended by the Chassis Manufacturers i.e. M/s Tata / M/s Ashok Leyland / M/s Volvo/ M/s Eicher (enclose proof).  OR	
	(b) Any Indian Oil Manufacturing firm having valid Rate Contract with ASRTU, New Delhi meeting all parameters of DEF recommended by Chassis Manufacturers.	
6	Are you a Haryana based Micro, small or medium Enterprises	
7	Have you submitted the Financial Bid as per Annexure 'B'.	
8	Confirm the firmness of the rates for one year from the date of decision of tender.	
9	What is your capacity to supply per month.	
10	0 Product Latest Test Report (less than one year old)	
11	1 Whether EMD amounting to ₹2.00 lacs (Haryana based MSEs are exempted from payment of EMD) has been deposited online?	
12	2 Indicate the location / address from where the firm will supply material / issue invoices of material supply.	

**Dated** 

Signature of Authorized Person of firm with stamp

# **ANNEXURE 'B'**

# **FINANCIAL BID**

TENDER FOR PURCHASE OF DIESEL EXHAUST FLUID (AQUEOUS UREA SOLUTION) THROUGH IBC MODEL FOR NEXT ONE YEAR IN DEPOTS OF HARYANA ROADWAYS, TOTAL VALUING ₹ 16.20 CRORE (APPROX.)

Sr. No.	Nomenclature of item	Specifications	Approx. Quantity (Litre)	Basic rate (in ₹)	Cash Discount, if any (in ₹)	GST(in ₹)	Net landed rate ₹ Per Litre (in ₹)
1	Diesel Exhaust Fluid (DEF) Aqueous Urea Solution 32.5% in De- mineralized water (Ad Blue) for BS-IV & BS-VI buses	As per ASRTU specifications :- AS:543:87:OCT:2021 or ISO 22241 or Latest Specifications	48 lakh Ltr.				
2	Diesel Exhaust Fluid (DEF) Aqueous Urea Solution for Mercedes Benz buses	Part No. AGL00126 ISO Specification: ISO 22241-1:2006	40000 Ltr.				
3	Diesel Exhaust Fluid (DEF) Aqueous Urea Solution Volvo buses	Part No. 0L85109697 ISO Specification: ISO 22241-1:2006	30000 Ltr.				

Signature with rubber seal of the firm

# The Specification of DEF transfer unit(Legal Metrology approved)

# a. DEF transfer Pump

220 V AC Diaphragm pump with lightweight non-corroding polypropylene body.

## b. DEF Digital Meter

Battery operated digital meter for use with DEF & water based media. Polyamide body & sealed electronic card makes it suitable for use in all sorts of weather conditions.

Measures in litres, Quarts, Pints & Gallons.

#### c. Inlet Hose

Special EPDM inlet hose connecting the container opening to the pump inlet respectively.

# d. Suction Hose

Special EPDM suction hose.

## e. Discharge Hose

20' special EPDM hose connecting the pump meter outlet to the dispensing nozzle.

## f. Connecting adaptor

# g. Manual DEF Nozzle

Nylon construction with SS hardware & Viton seals, Manual control, but also includes a Continuous flow switch for unattended dispensing.

## h. Auto Shut Off DEF nozzle

Sensor built into the discharge spout automatically shuts off the supply once fluid level in the container reaches that of the outlet discharge spout.

## i. Nozzle Holder

For safe storage of the nozzle while the fluid is not being dispensed.

## i. Mounting Plate

Stainless Steel mounting plate for use in 1000 Ltr container.

# k. Intermediate Bulk Container (IBC) specifications:

Capacity 1000 Ltr.

Material: Transparent and made of High Density Polyethylene (HDP).

#### **SPECIFICATIONS**

DESCRIPTION	CONTAINER MOUNT
INLET HOSE SIZE	5'x3/4"ID
DISCHARGE HOSE SIZE	20'x3/4"ID
INPUT VOLTAGE	220V AC
MOTOR RATING	1/2 HP
PROTECTION	IP55
DUTY CYCLE	30 MINS ON/OFF
ACCURACY*	±1%
REPEATABILITY*	0.30%
MAX. WORKING PRESSURE	145 PSI (10BAR)
MAX. RESETTABLE BATCH TOTALIZER	99,999 units
MAX. NON RESETTABLE BATCH TOTALIZER	9,99,999 units
LEAST COUNT	0.001 units
FLOW RATE	30 Litres per minute