

DETAIL NOTICE INVITING TENDER

**DIRECTORATE OF STATE TRANSPORT HARYANA
2nd FLOOR, 30 BAYS BUILDING, SECTOR 17,
CHANDIGARH – 160017**

Website: www.hartrans.gov.in

Tender No . : 03/SPO/HQ

Dated : 21.02.2019

Notice Inviting Tender

(Parcel and Courier Services)

State Transport, Haryana (Haryana Roadways) operates a fleet of approx. 4000 buses within the State of Haryana and neighboring States / Union territories. The bus operation network can provide good opportunity for movement of commodities as packets and parcels to the destinations covered by Haryana Roadways and for their onward movement from there.

State Transport, Haryana intends to share this facility by creating a business equation with firms / companies or business entities etc for mutual benefits by seeking proposals from all eligible participants having adequate technical and financial capabilities and qualifying criteria. Tender document will be available through departmental website: <https://haryanaeprocurement.gov.in/>

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**Director,
State Transport, Haryana
(Haryana Roadways)**

DETAIL NOTICE INVITING TENDER

e-Tender is invited for purchase of below mentioned items in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No	Description of work / Items	EMD to be deposited by Bidder	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid of EMD Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Scheme for transportation of Parcel, allied services and operation of courier services through the buses of State Transport, Haryana	2.00 Lacs	5000 & 1000	22.02.2019 at 12:00 hours	13.03.2019 upto 17:00 hours	15.03.2019 upto 15:00 hours

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- The payment for Tender Document Fee shall be made by eligible bidders online directly through Internet Banking Accounts and e-Service Fee through Debit Cards & Internet Banking Accounts. The payment for EMD can be made online directly through RTGS/NEFT. Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. **He/She will be required to make online payment of (Rs. 2.00 Lacs) towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**
- The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before** (13.03.2019 upto 17:00 hours); **and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at** <https://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatorily e-Service fee (Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks. The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	22.02.2019 at 12:00 hours	15.03.2019 upto 15:00 hours
2	Technical Bid Opening		(on 15.03.2019 after 15:00 hours)	
3	Financial Bid Opening		(will be intimated to the firm later on.)	

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7 Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee shall be made by bidders/ Vendors online directly through Internet Banking Accounts and eService Fee through Debit Cards & Internet Banking Accounts. The Payment for EMD shall be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

8. ASSISTANCE TO THE BIDDERS:-

Technical Support Assistance will be available between 09:00 am To 5:30 pm

From Monday to Friday -0172-2582008, 2582009.

For Saturday and Sunday -9310335475, 9034357793

Important Note:-

All queries would require to be registered at our official email- chandigarh@nextenders.com for on-time support. (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk). Contact our helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event. For queries pertaining to ePayment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of eAuction/Tender event.

Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

Office Address for Training workshop on 1st, 2nd Wednesday (from 3:30 pm up to 5:00 pm) of each month		
Nextenders India Pvt.Ltd Municipal Corporation Faridabad Near B.K.Chowk, Opp. B.K.Hospital NIT, Faridabad Contact for Training +91- 9310335475	Nextenders India Pvt.Ltd Public Health Division No 2 Hisar, Opp. Model Town, Opp. N.D Gupta Hospital, Hisar Contact for Training +91- 9034357793	Nextenders (India) Pvt. Ltd. Nirman Sadan (PWD B&R) Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020 Contact for Training -0172-2582008 - 2009

For Support (From Monday to Friday) –0172-2582008, 2582009 and

(For Saturday and Sunday) -9310335475, 9034357793

Office will remain closed on Saturday, Sunday and National Holidays.

Help Desk contact details for Saturday and Sunday are as hereunder for escalation level - 1.

1.Mr.Lalit Saini – +91- 9034357793

Email – chandigarh@nextenders.com

Timings- 9:00 am to 5:30 pm

2.Mr. Tinku Singh - +91- 9310335475

Email – chandigarh@nextenders.com

Timings- 9:00 am to 5:30 pm

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

For help manual please refer to the ‘Home Page’ of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link ‘How to...?’ to download the file.

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department’s page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

A. Debit Card

B. Net Banking

C. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same. (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

I. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

iii. Each challan shall therefore include the following details that will be pre-populated:

- Beneficiary account no: (unique alphanumeric code for e-tendering)
- Beneficiary IFSC Code:
- Amount:
- Beneficiary bank branch:
- Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

Sr no.	Scenario	Do's / Don't's
1	<p>In the event of making Payment through NEFT/RTGS</p>	<p>Do's</p> <ul style="list-style-type: none"> • It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are: 1) Beneficiary account no: <client code> + <random number> 2) Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders) 3) Amount: As mentioned on the challan. It is specific for every tender/transaction 4) Beneficiary bank branch: ICICI Bank Ltd, CMS 5) Beneficiary name: As per the challan • For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD • It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parites are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender • Bidder has to make only single payment against a challan as per the amount mentioned on the challan. • Bidder must do the payment before tender validity gets expired <p>Don't's</p> <ul style="list-style-type: none"> • Bidder should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise: 1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account 2) Incorrect Beneficiary account number mentioned(<client code> + <random number>):- <ul style="list-style-type: none"> a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted. 3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account. In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate. • Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination. • Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder. • Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder

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**Director,
State Transport, Haryana
(Haryana Roadways)**

DOCUMENTS TO BE ATTACHED FOR “SECURING OPERATIONAL RIGHTS FOR POSTAL BAGS (PARCEL & COURIER) SERVICES” IN STATE TRANSPORT HARYANA (HARYANA ROADWAYS).

a) Along with technical bid:-

1. Terms & Conditions duly signed and stamped
2. Annexure –“A” duly filled and signed.
3. An affidavit that the company/firm has not been blacklisted by the Central Govt. / Any State Govt. /CPSUs/ SPSUs/State Transport Undertakings during the last 3 years.
4. Certified copies of proof regarding eligibility criteria i.e.
 - The Bidder should have a minimum average annual turnover of Rs 50 Lakh (Rs Fifty lakh only) during preceding three years and should have positive net-worth during all preceding three years.
 - The bidder should have minimum 2 years’ experience in the field in any Central Govt. / Any State Govt. /CPSUs/ SPSUs/State Transport Undertakings etc.
6. Earnest Money Deposit amounting to `2,00,000/- (Haryana based MSMEs are exempted from payment of EMD) to be deposited online only.
7. RS.5000/- as tender fee (Haryana based MSMEs 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 to `1,000/- to be deposited online only.

b) Along with financial bid:-

1. Commercial bid duly filled and signed as per Annexure “D”

GENERAL TERMS AND CONDITIONS FOR “OPERATING PARCEL & COURIER SERVICES THROUGH NON A/C BUS NETWORK OF STATE TRANSPORT HARYANA (HARYANA ROADWAYS)”

Directorate of State Transport, Haryana (Haryana Roadways) is providing well-coordinated, economical, safe and efficient public transport services to travellers which is the principal transport service provider for passenger road transport in the State. It has a fleet of about 4000 buses including around 3500 standard Non AC buses being operated by 24 depots, each headed by a General Manager, and 12 sub-depots functioning under the depot concerned. These services are being provided to every part of the State as well as to important destinations in the neighboring States. Haryana Roadways plies on an average 12.50 Lac Kms every day.

State Transport, Haryana (Haryana Roadways) provides bus services to adjoining states of DELHI, PUNJAB, UTTAR PRADESH, HIMACHAL PRADESH, RAJASTHAN, UTTRAKHAND and JAMMU. State Transport, Haryana (Haryana Roadways) in order to create business opportunity for eligible partner and an equation of mutual business interest invites online tender proposals (as mentioned herein) from interested bidders through this document.

The Firm/Company/Bidder must meet the following eligibility criteria:-

- The Bidder should have a minimum average annual turnover of Rs 50 Lakh (Rs Fifty lakh only) during preceding three years and should have positive net-worth during all preceding three years.
- The bidder should have minimum 2 years’ experience in the field in any Central Govt. / Any State Govt. /CPSUs/ SPSUs/State Transport Undertakings etc.

1.0 SCOPE OF WORK

- a) The bidder will use specified space being made available inside the buses on their availability basis (as indicated in respective bid parcels, through separate boxes / container / spaces on a fixed term).
- b) The bidder will have opportunity of tendering for one/ more or all bid parcels through separate financial bid (s) against single Technical bid proposal.
- c) All business arrangements shall be the responsibility of the bidder and State Transport Haryana (Haryana Roadways) will not provide any assistance for the same.

Note : The bidder will be allowed to create exclusive container / boxes / space in size as following :-

Non A/C bus	Length	Width	Height	
	100 cm	50 cm	40 cm	(Inside bus)

- d) The bidder will be authorized to display the name of its enterprise/ company on these boxes but will not write or display anywhere inside or outside of the bus.
- e) The maximum weight that can be carried on any particular bus, under this arrangement, shall not exceed 500 (Five hundred) Kilograms, under any circumstance.
- f) A maximum space of 7'x7' at bus station for keeping parcel / courier will be provided by depots of Haryana Roadways on a token rental of RS.10.00 per Sq. ft. per month. Haryana Roadways will provide the space where ever possible inside the premises of bus stands. Haryana Roadways will provide the space where ever possible inside the premise of bus stand.
- g) During transportation of parcel / courier Haryana Roadways will not be responsible for any damage or loss. Bidder may get the parcel / courier insured at his own cost. Loading and unloading of parcel / courier on buses shall be the responsibility of contractor.
- h) Period of contract is for a period of 3 years initially, however State Transport Authorities will have the right to extend it to further 1 year at an escalation price of minimum 10% of the annual approved rates and this shall be binding on the selected vendor.
- i) The selected bidder will have the exclusive rights for providing parcel and courier services through Non AC buses network of State Transport, Haryana being operated by 24 depots a fixed term of 3 + 1 years and no other parcel and courier service provider / Drivers / Conductors will be allowed to carry luggage parcel without the permission of approved agency / firm.

2.0 BIDDING PROCESS

A pre bid meeting will be held with all prospective bidders in the office of Director, State Transport, Haryana, 30, Bays Building, Sector-17C, Chandigarh-160017 for feedback / suggestions, the date and timing for which will be informed by publishing the notice in the newspapers as well as by uploading the notice on the official website of the department i.e. www.hartrans.gov.in .

The bidder is required to upload the tender documents online complete in all respect on the website of Govt. Portal i.e. <https://haryanaeprocurement.gov.in/> as per instructions issued given in e-portal.

Further the bidder is required to upload the financial bid online separately on the website of Govt. as per **Annexure-‘D’**. The bidder must ensure not to mention the financial rates anywhere in the technical bids / documents otherwise firm’s bid will be rejected out rightly.

The bidders are required to deposit the fee as under:-

- i. Earnest Money Deposit amounting to Rs.2.00 lakh to be deposited online only.
- ii. Rs.5000/- as tender fee to be deposited online only.
- iii. e-Procurement fee in favour of “Society for IT Initiative Fund for e-Governance” amounting to RS. 1,000/- to be deposited online only.
- iv. NOTE- The tender documents in physical form shall not be accepted.

Envelope “A”

Submission of Technical Bid online:- Along with the tender documents, the bidder is required to submit the certified copies of Audited financial statements i.e. Balance Sheet & Profit / loss statement for the financial year 2015-16 , 2016-17 & 2017-18 and Income Tax Returns for the assessment year 2015-16 , 2016-17 & 2017-18 or else the financial – bids of the participant bidders, if any, shall not be opened/ downloaded.

Envelope “B”

Submission of Financial Bid Online:- The Financial Bid must be submitted online only. The financial bid proforma should be filled in as per instructions given in the tender documents. The Financial bids of only technically valid/qualified firm(s)/bidder(s) will be downloaded /opened.

3.0 QUALIFICATION OF BIDDERS

For the purpose of calculating net worth of the Company shall mean the subscribed & Paid up capital (Equity / preferential) + Subsidies / grants + Debentures + Loan + Free Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities) and for other type of Applicants, it shall be Total Assets minus (Less) Total liabilities.

Other Terms and Conditions for providing Parcel and Courier Services

1. **Validity of offer:** Valid for 3 months from the date of opening of technical bids of tender.
2. **Validity of Contract:** The validity of contract will be for two years from the date of issue of supply order/ date of agreement.
3. **Performance Bank Guarantee/Security:** The successful bidder is required to submit within 15 days from the date of signing of the agreement / issue of Letter of Award (LoA), a performance security in the shape of bank guarantee issued by any scheduled /nationalized bank, equivalent to 5% of the total gross annual approved value of the tender valid up to six months beyond agreement period which shall be refunded after expiry of agreement only after getting NOC/NDC from all concerned depots/ field offices No interest what so ever shall be paid to bidder towards any amount deposited with State Transport Haryana under any circumstances.
4. **Fall Clause:** The price offered in the tender shall not exceed in any way from the lowest price at which the tenderer gives services of the identical description to DGS&D New Delhi/ State Govts./ Institutions/Undertakings/any STUs/other person during the currency period of the supply order/contract period. If at any time during the currency period, the successful tenderer offer to any person/Institutions/Undertakings at the price higher than the price chargeable under this contract, the tenderer shall forthwith notify such increase in prior and inform this office. The price shall stand correspondingly increased to that level from the date of offer by the bidder to such institutions/persons/undertakings etc. The tenderer shall also submit a certificate in the office of State Transport Haryana that the rates charged by them are not in any way higher to those quoted by them to the DGS&D, New Delhi/ Institution/ Undertaking/ any STUs/ other PSU/ State Govt. etc., during the corresponding period.
5. **Price Variation:** Fixed price for two years from the date of decision/Date of Agreement.

6. PAYMENT TERMS

- a) The successful bidder is required to deposit 20 % of the gross annual approved value at the time of signing of the agreement as advance payment for four months.
- b) The balance of annual bid amount i.e. 80% of gross annual bid amount shall be payable in equal advance monthly installment, in the shape of postdated cheques in favour of Director, State Transport Haryana payable at Chandigarh for the next eight months. The selected bidder will have to submit the post-dated cheques in advance at the time of signing of the agreement in the O/o Director, State Transport, Haryana.
- c) For the second year the successful bidder shall again have to make monthly rental payment through 12 (twelve) monthly postdated cheques provided to the State Transport Haryana at least three month before the completion of the first year of the

agreement. There after the same shall be applicable for the remaining agreement period, in case of extension of validity period of the contract/agreement.

- d) Service tax or any other applicable tax from time to time like GST etc. shall be paid by bidder to State Transport Haryana and gross amount of GST/ service tax/other taxes etc. shall be paid along with 20% of annual bid value paid in form of advance payment for four months to be paid at the time of signing of the agreement.

- 7. PENALTY FOR DELAY IN PAYMENT:-** In case of non-clearance or delay in realization / clearance of the EMI of annual bid amount and / or other outstanding dues, the bidder shall have to pay penalty @ 1% per day but if the bidder fails to deposit the dues within thirty days, State Transport Haryana shall have the right to terminate the contract by issuing a Show Cause Notice and providing 07 days' time for its reply.
- 8. LOSS / DAMAGE TO CONTAINER / BOXES:-** State Transport Haryana (Haryana Roadways) shall not be responsible for any loss / damage what so ever , to the bidder. However bidder shall be responsible for any loss to State Transport Haryana (Haryana Roadways) because any activities of bidder during contract period.
9. The successful bidder will give a full description of the contents of the parcel on the consignment note, or other accompanying document.
- 10.** The tender would be decided on the basis of the best/highest valid rates offered. 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 revise 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.
- 11.** Any firm/agency 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 /failure of random sample/non-compliance of the contract obligations etc. shall not be allowed to participate in future tenders. All the bidders will be required to submit an affidavit along with tender that the 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 bidders will not be considered. In case of being found not correct during currency of the contract, the agreement will be cancelled along with encashment the EMD/BG deposited by the bidder.

12. 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/agreement clause or refuse to sign the agreement/do not submit Bank Guarantee , EMD of the bidder will be forfeited and other departmental penal action, as deemed fit, will be taken.
13. If any such information which would have entitled State Transport, Haryana to reject or disqualify the bidder, becomes known after the bidder has been pre-qualified, State Transport, Haryana reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
14. The department reserves the right to modify/revoke the order at any point of time without assigning any reason.
15. Any conditional terms and conditions mentioned in the tender documents will not be considered.
16. a). Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm
 - b).(i) Documents certifying Bidders legal status.
 - (ii) Certificate of incorporation / registration.
 - (iii) MOU & Power of Attorney signed by each partner, clearly indicating the lead partner.
 - (iv) Latest brochures / organization profiles etc.
 - (v) Experience Certificate of two years (Minimum) from any State Road Transport Undertakings/PSUs/any State or Central Govt. Undertakings for Parcel caring work.
17. 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).
18. **VALIDITY OF PROPOSAL:-** The proposal submitted by the bidder Firm shall be valid for a period of 3 (three) months from the last date of submission of tender documents online.

- 19. STATE TRANSPORT HARYANA (HARYANA ROADWAYS) RIGHT TO ACCEPT OR REJECT PROPOSALS:-** Notwithstanding anything contained in the Proposals, State Transport Haryana (Haryana Roadways) reserves the right to accept or reject any Proposal, and to cancel the bid process and reject all Proposals, at any time, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the participating/affected Bidder (s) the reason for such decision.
- 20. ACCEPTANCE OF BID:-** After evaluation of the bids and approval of the award by State Transport Haryana, a letter of award (LOA) will be issued to the selected bidder, who in turn will revert within 10 days confirming the acceptance at the time of the signing agreement.
- 21. SIGNING OF AGREEMENT:-** The agreement shall be signed by the successful bidder and the officer(s) designated/authorized by Director, State Transport, Haryana to do so on behalf of the State Transport Haryana.
- 22. STAMP DUTY & TAXES:-** The stamp duty shall be charged as per prevailing Act. Any expenditure on stamp duty, documentation etc., incurred on registration would be borne by the successful bidder and any form of taxes, surcharge, levy or any statutory payment due towards any government agency shall be borne by the bidder.
- 23. EXCEPTIONAL CIRCUMSTANCES AND FORCE-MAJEURE :-** In circumstances such as wars, invasion, armed conflict or act of enemy, riot, insurrections, act of terrorism, sabotage, criminal, damage or threat of such act, nuclear explosion, radioactive or chemical contamination, any effect of the natural elements, including geological conditions which are not possible to foresee and to resist, and which are beyond the control of either party to the agreement shall be grounds enough for seeking relief in monthly due amount or any agreed charges.
- 24. REGULATORY FRAMEWORK:-** The bidder will be obliged to protect the national interests like national security whenever necessary and required. They will abide by various statutory requirements relating to protection of environment, safety etc., and also abide by the directives issued by the Government or Implementing Agency of various rules and regulations and/ or Haryana Roadways in this regard from time to time, in accordance with the provisions of the operation of the Agreement or the laws for the time being in force.
- 25.** The compliance with all the Labor Laws and other Statutory Laws shall be the responsibility of the bidder.
- 26.** All statutory taxes shall be paid by the bidder including any tax imposed on the bidder during the currency of contract.

27. Before commencing, all statutory clearances or certificates is the responsibility of the bidder.
28. **SCANNER** : Qualified bidder should have to install scanner along with Hand Scanner or Metal Detector at all the bus station on their own expenses to scan all courier materials / parcels / bags.

29. PROHIBITED ACTIVITIES:-

The successful bidder(s) shall not be permitted to use on the print matter, any immoral adverse sentiment provoking religious, communal or political sentiments display which is contrary to the national interest or detrimental to the integrity or sovereignty of the country and as per the applicable Law of the State Govt. and Govt. of India. The decision of the Department shall be final and binding.

30. TERMINATION OF CONTRACT

- a) If the contractor fails to fulfill his obligation, the contract shall be terminated and the security money shall be forfeited.
- b) Agreement can be terminated on three month notice by either side.

31. 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 (Transport) to Government, 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.

32. 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/agreement.

33. For any further details / enquiry of clarifications, please contact

Directorate of State Transport, Haryana

2nd Floor, 30 Bays Building, Sector 17, Chandigarh

Web site www.hartrans.gov.in

Phone No.0172-2727263,2710371

Email: transport.haryana@gmail.com

Signature of the authorized person with stamp.

Technical Bid**ONLINE TENDER FOR “SECURING OPERATIONAL RIGHTS FOR POSTAL BAGS (PARCEL & COURIER) SERVICES “ IN STATE TRANSPORT HARYANA (HARYANA ROADWAYS)**

Sr. No.	Particulars	Detail
1	Name and address of Bidder / lead Partner with credentials of key person i.e. Name, Father name, Age, designation, qualification etc.	
2	Name of Contact Person with Mobile No., Fax no. & e-mail ID	
3	Whether the bidder have minimum average annual turn over of RS.50 lacs during preceding 3 years	
4	Percentage of holding of the lead partner in the entity (attach proof)	
5	Description of the entity	
6	Whether the bidder have minimum 2 years experience in the field.	
7	Number of years in Operation and Principal Lines of Business (attach proof)	
8	Names and details of associated companies (parent Subsidiary / other)to be involved in the project	
9	Name and address of the partner(s)	
10	Percentage of Equity Participation of each of the partners. (attach proof)	
11	Names and details of associated companies of the partners (Parent Subsidiary / Other) to be involved in the project. (attach proof)	
12	Have you attached the financial credentials w.r.t the average annual turnover for 2015-16 , 2016-17 & 2017-18	
13	Have you submitted the Financial Bid as per Annexure ‘D’	
14	Confirm the firmness of the rates for two years from the date of decision of tender.	

Date :**Signature of the authorized person with stamp.**

DRAFT JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of Rs.100)

THIS JOINT BIDDING AGREEMENT is entered into on this the _____ day off
AMONGST

1. Limited , a company incorporated under the Companies Act , 1956) and having its registered office at (Hereafter referred to as the Second Part which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited , a company incorporated under the Companies Act , 1956) and having its registered office at (Hereafter referred to as the Second Part which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Limited , a company incorporated under the Companies Act , 1956) and having its registered office at (Hereafter referred to as the Second Part which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS

- A. State Transport Haryana, established under the Road Transport Corporation Act 1950, represented by its Director and having its office at 2nd Floor, 30 Bays Building, Sector 17, Chandigarh. (Hereinafter referred to as the Authority which expression shall , unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications (the Applications by its notification No. _____ dated _____ for pre-qualification and short-listing of Bidders for as per conditions laid down in this document.
- B. The Parties are interested in jointly bidding for this tender as members of a Consortium and in accordance with the terms and conditions of this document.

- C. It is a necessary condition under this tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows :

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, the capitalized terms shall , unless the context otherwise requires, have the meaning ascribed thereto under this tender document.

2 CONSORTIUM

The parties do hereby undertake to participate in the Bidding Process only through this Consortium and not individually and / or through any other Consortium constituted for this tender either directly or indirectly or through any of their Associates.

3. COVENANTS

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder for entering into Agreement with the Authority (State Transport Haryana) and performing all its obligations as the selected bidder in terms of the Agreement for the this tender it shall own all responsibilities and Liabilities during the period of Agreement and even thereafter if it occurs / arises due to this contract (Agreement).

4. ROLE OF THE PARTIES

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Agreement becomes effective;

b. Party of the Second Part shall be the _____ member of the Consortium ;

C. party of the Third Part shall be the _____ of the Consortium and

5. **JOINT AND SEVERAL LIABILITIES.**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to this tender and in accordance with the terms of this Agreement signed under .

6. **Representation of the Parties**

- a. Each Party represents to the other Parties as of the date of this Agreement that ;
- I. Such Party is duly organized , validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- B. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate of governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not to the nest of its knowledge.
- i. require any consent of approval not already obtained ;
- ii Violate any Applicable Law presently in effect and having applicability to it;
- iii. Violate the memorandum and articles of association, by –laws or other
- iv. applicable organizational document thereof ;
- v. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval , judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party of by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party ; or
- vi, create or impose any liens mortgages , pledges, claims security interests, charges or Encumbrances or obligations to create a Lien, charge , pledge, security interest, encumbrances or mortgage in or on the property of such party, except for encumbrances that would not, individually or in the aggregate , have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such party from fulfilling its obligations under this Agreement ;

This Agreement is the legal and binding obligation of such party, enforceable in accordance with its terms against it ; and

- e, there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects of business of such Party in the fulfillment of its obligations under this Agreement.

7. **TERMINATION OF THE CONTRACT**

This Agreement shall be effective from the date hereof and shall continue in full force and effect during The Tenure of this Agreement, in case the contract is awarded to the Consortium , However, in case the Consortium is either not pre-qualified for the award of contract or does not get selected for award, the Agreement will stand terminated.

8. **MISCELLANEOUS**

This Joint Bidding Agreement shall be governed by laws of India and the Courts of Chandigarh shall have the necessary Jurisdiction.

The parties acknowledge and accept that this Agreement shall not be amended by the parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED , SEALED AND DELIVERED SIGNED , SEALED AND DELIVERED

For and on behalf or for on behalf of

LEAD MEMBER by : SECOND PARTY by : THIRD PARTY by :

(Signature) (Signature) (Signature)

(Name) (Name) (Name)

(Designation) (Designation) (Designation)

(Address) (Address) (Address)

In the presence of :

I Witness 1 :

II Witness 2 :

Notes :

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by he Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed .

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We _____ (name of the Company and addressed of the registered office) do hereby irrevocably constitute, employed with us / the Lead Member of our Consortium and holding the position of Y, as our true and lawful attorney (hereinafter referred to as the Attorney) to do in our name and on our behalf , all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for pre-qualification and submission of our bid for this tender including but not limited to signing and submission of all Applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information / responses to the State Transport Haryana, representing us in all matters before the State Transport Haryana, signing and execution of all contracts consequent to acceptance of our bid(s) and generally dealing with the State Transport Haryana in all matters in connection with or relation to or arising out of our bid and / or upon award thereof to us and / or till the entering into of the Agreement with the State Transport Haryana .

AND We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the power hereby conferred shall and shall always be deemed to have been done by us .

IN WITNESS WHERE OF WE _____THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____

For

(Signature)

(name , Title and Address)

Witnesses :

1.

2. Accepted

(Signature)

(Name Title and Address of the Lead Member)

(Notarized)

Notes :

- . The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable La and the charter documents of the executants) and when it is so required, the same should be under common seal affixed in accordance with the require procedure.
- . Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of Power hereunder on behalf of the Applicant.
- . For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

FINANCIAL BID**Annexure -“D”**

The bidder is required to fill up the column online as per the table given below:-

Sr. No.	Type of buses	Approx. No. of Buses	The total price quoted by the bidder including GST and all other taxes per bus
1	Non A.C Buses (Standard and Mini)	3500	
2	City Operation Buses	400	
3	HIRED Buses	700	

Date :

Signature of the authorized person with stamp.