

TENDER NOTICE

SR. No.	Name of department/Board/Corp./Auth.	Name of Work /Notice/Tender	Opening Date Closing Date (Time)	Amount/EMD (Approx.) Rupees	Website of the Department	Nodal Officer/Contact/Data il/Email	Tender Ref. No./Tender No.
1	Directorate of State Transport, Haryana, Chandigarh	Purchase of Automotive Batteries of different sizes	15.01.2021 at 12.00 Noon 08.02.2021 at 11.00 AM	1.90 crore/ 2.00 lacs	http://www.hatrans.gov.in	Sh. Raim Krishan/ 01722710371/ dtcpndhr@gmail.com	01/2021- 22/SPO/HQ dated 15.01.2021

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Director, State Transport, Haryana

**DOCUMENTS TO BE ATTACHED FOR SUBMITTING TENDER FOR SUPPLY OF
POLYPROPYLENE CONTAINER AUTOMOTIVE BATTERIES**

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. 190 LACS (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.
2	Place of Delivery	Depots of Haryana Roadways.
3	Goods and Services Tax (GST)	GST applicable as per latest Govt. of India /State Govt. notification effective from 01.07.2017 or amended time to time.
4	Packing and Forwarding	Inclusive & Securely packed.
5	Specifications	As per ASRTU specifications AS: 311:69: JULY: 2005, AS: 67: JULY: 2004 or latest.
6	Validity of offer	Valid upto 4 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	<p>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.</p>
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 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</p>

		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.
18	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.
19	Warranty	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.
20	Fall Clause	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.
21	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 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	The purchase would be decided on the basis of the best valid rates quoted. As per policy of the department of Industries & Commerce department, Govt. of Haryana for procurement of stores & goods and turnkey contract- negotiation regarding issued vide its circular no. 2/2/2010-4/IB-II dated 16.06.2014, the negotiations could be held up to L3 bidder, if the difference between L1 quoted rates and those quoted by L2 & L3 is within 5% of the L1 quoted rate. In case where the L1 bidder refuses to further reduce its	

	<p>offered price and the L2 or L3 bidders come forward of offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L1 bidder.</p>
24	<p>As per policy of the department of Industries & Commerce department, Govt. of Haryana for procurement of stores & goods vide order G.O. no. 2/2/2016-41BII(I) dated 20.10.2016 –</p> <p>(i) Preference would be given to MSEs as 50% of the total tendered quantity provided quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfilment of other terms & conditions of the tender and further subject to fulfilment of conditions as per eligibility.</p> <p>(ii) Preference would be given to Medium Enterprises as 10% of the total tendered quantity provided quoting price within band of L-I+15% by bringing down their price to L-I and subject to condition that it agrees to fulfilment of other terms & conditions of the tender and further subject to fulfilment of conditions as per eligibility.</p> <p>(iii) Negotiations will be held only with L-I+5% firms. MSMEs within the price range of L-I+15% will be counter offered to match the finally arrived L-I rate. In case MSMEs within L-I+15% refuse to match the finally arrived L-I rate then the entire 60% (50% of MSEs & 10% for Medium Enterprises) of purchase preference will be transferred to L-I+5% category firms.</p> <p>(iv) In case, no Micro and Small Enterprises (MSEs) and Medium Enterprises (MEs) as per the eligibility criteria specified in the above instruction are within L-I+15% range, the entire 100% tendered quantity will be distributed as per existing guidelines.</p> <p>(v) In case, there are no Micro & Small Enterprises (MEs) within L1+15% range, the Purchase Preference quota of 50% of MSEs will stand transferred to open category making it from 40% to 90%.</p> <p>(Vi) In case there are no Medium Enterprises (MEs) within L1+15% range, the Purchase Preference quota of 10% of MSEs will stand transferred to open category making it from 40% to 50%.</p> <p>(Vii) In case, no MSMEs in within L1+5% range and there is one MSE & one ME in L1+15% range and further agree to match the arrived Li rate, the quantity distribution will be upto 40% for firm other than MSME, upto 50% for MSE and upto 10% for ME and so on.</p> <p>(Viii) In case, there are MSMEs (both or either MSEs and MEs) within L1+5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms within L1+5% as per the existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be-any other firm/MSE/ME or any/more of these-other firm/MSE/ME matches the finally arrived price; in such a situation, appointment will be done as per the existing instructions of ration of 70:30 or 50:25:25 & so on. Thereafter, offer will be given to MSE and MEs within L+15% range to match the finally arrived L1 rate and if they agree to match the arrived L1 rate, the appointment of quantity will have many scenarios for the distribution of tendered quantities.</p>
25	<p>Special Concessions for Haryana based Micro and Small Enterprises - As per Govt. of Haryana, Industry and Commerce Department vide order no. 2/2/2010-4-IB-II dated 20.10.2016, Haryana based Micro and Small Enterprises are also allowed to participate in the Tender. However the bidders wishing to participate in the Tender must fulfill the eligibility criteria as already detailed in the tender documents. Further Haryana based manufacturing Micro and Small Enterprises shall be entitled to 90% concession on</p>

	deposit of the performance security amount which will be 0.2% of the value of the order.	
26	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.	
27	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.	
28	The department reserves the right to modify/revoke the order at any point of time without assigning any reason.	
29	Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.	
30	Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm.	
31	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.	
32	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.	
33	Balance terms & conditions, if any, shall be as per standard terms & conditions issued by Directorate of Supplies & Disposals, Haryana (may be seen at website i.e. www.dsndharyana.gov.in / website of Govt. of Haryana / ASRTU, New Delhi).	
34	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.
35	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. 190.00 LACS**

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., Fax no. & e-mail ID	
3	Brand name of batteries to be supplied	
4	Bank detail required for releasing payment through RTGS	
5	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).	
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).	

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

FINANCIAL BID**TENDER FOR SUPPLY OF POLYPROPYLENE CONTAINER AUTOMOTIVE BATTERIES VALUING APPROX Rs. 190 Lac.**

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	2320						
2.		Polypropylene Container Automotive Batteries 12V-25P-180AH	100						

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

