

**Directorate of State Transport, Haryana**  
**30-Bays Building, 2<sup>nd</sup> Floor, Sector-17, Chandigarh**  
Website: [www.hartrans.gov.in](http://www.hartrans.gov.in)

**NOTICE INVITING E-TENDER**  
**CORRIGENDUM**

Directorate of State Transport Haryana has invited online tender no. 12/2019-20/SPO/HQ dated 13.12.2019 for the purchase of Asbestos Free Brake Linings and Clutch Facings with Alu. Rivets. It is for the information of all prospective bidders that due to clerical mistakes in the part nos. of a few Brake Linings, the nomenclature of the products are not matching with the part nos.

Now the nomenclature and part nos. of Brake Linings have been corrected and re-tender is invited with closing date of the online tender as 29.01.2020 upto 12:00 noon.

Other terms & conditions of the tender remains unchanged.

All prospective bidders are requested to go through the Govt. website i.e. <https://etenders.hry.nic.in> for all terms & conditions of the tender.

**Dated: 09.01.2020**

Sd/-  
**Director State Transport**  
**Haryana, Chandigarh.**

**Directorate of State Transport, Haryana**  
**30-Bays Building, 2<sup>nd</sup> Floor, Sector-17-B, Chandigarh**  
Website: [www.hartrans.gov.in](http://www.hartrans.gov.in)

**TENDER NOTICE**

e-Tenders are invited for purchase of below mentioned items in two bid system i.e. Technical Bid and Financial Bid:-

Sr. No.	Name of Group/Item	Approx. value (In Rs. crore)	EMD to be deposited (In Rs. lacs)	Tender Number	Start Date & Time of downloading of Tender online	Last Date & Time of submission of Tender online
1	<b>Tender Notice for online tender of Asbestos Free Brake Linings and Clutch Facings with Alu. Rivets.</b>	2.15 crore	2.00	01/2020-21/SPO/HQ dated 09.01.2020	10.01.2020 at 15:00 hours	29.01.2020 upto 12:00 hours

**Note:-** For detailed information please visit website <http://www.hartrans.gov.in> & [etenders.hry.nic.in](http://etenders.hry.nic.in).

Dated: 09.01.2020

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for Director, State Transport,  
Haryana, Chandigarh.

**DOCUMENTS TO BE ATTACHED FOR SUBMITTING TENDER FOR SUPPLY OF ASBESTOS FREE BRAKE LININGS AND CLUTCH FACING WITH ALU. RIVETS.**

**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 report (less than one year old).
5. Certified copies of proof regarding eligibility criteria i.e.

➤ Bus Chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd.

OR

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

OR

➤ Manufacturer and supplier of asbestos free Brake Linings and Clutch Facing to O.E. supplier of brake system and clutch plate assembly to any bus chassis manufacture (M/s TML or M/s A.L.L.).

6. Earnest Money Deposit amounting to 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.

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

**b) Along with financial bid:-**

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

**TERMS & CONDITIONS FOR SUBMITTING TENDER FOR SUPPLY OF ASBESTOS  
FREE BRAKE LININGS AND CLUTCH FACINGS WITH ALU. RIVETS VALUING APPROX  
Rs. 2.15 CRORES.**

1	Eligibility Criteria	<ul style="list-style-type: none"> <li>➤ Bus Chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd.</li> </ul> <p align="center">OR</p> <ul style="list-style-type: none"> <li>➤ Manufacturers who are/were O.E. supplier of asbestos free Brake Linings and Clutch Facing to any bus chassis manufacturer (M/s TML or M/s A.L.L.) during the last three years, preceding the closing date of tender.</li> </ul> <p align="center">OR</p> <ul style="list-style-type: none"> <li>➤ Manufacturer and supplier of asbestos free Brake Linings and Clutch Facings to O.E. supplier of brake system and clutch plate assembly to any bus chassis manufacturer.</li> </ul>
2	Place of Delivery	Depots of Haryana Roadways.
3	<b>Goods and Services Tax (GST)</b>	<b>GST applicable as per latest Govt. of India /State Govt. notification effective from 01.07.2017 or amended time to time.</b>
4	Packing and Forwarding	Inclusive & Securely packed.
5	Specifications	As per ASRTU specification i.e. AS: 307:81 March: 2014 or latest applicable for Asbestos free Quality with aluminum rivets (extra long)
6	Validity of offer	Valid for 3 months from the date of opening of technical bid of tender.
7	Validity of Contract	The validity of contract will be 12 months from the date of issue of initial supply order.
8	Quantity	The quantity mentioned in tender i.e. annexure 'B' is approximate and can be increased/decreased up to 25% of quantity mentioned in the tender as per requirement of the Department during the validity period of contract on the same rates and terms & conditions.
9	Payment term	Payment Term: 100% payment within 30 days from the date of satisfactory receipt of stores in the consignee depot.
10	Delivery schedule	Acceptance of delivery period i.e. 1 <sup>st</sup> delivery schedule quantity equivalent to one month requirement within 15 days of issuing of confirmed supply order and thereafter as per delivery schedule mentioned in order.
11	Earned Money Deposit	Earnest Money Deposit amounting to Rs.2.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
12	Tender document charges	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 30 months from the date of issue of initial supply order. This is liable to be revoked/ forfeited in case of failure to meet the contractual obligations, including timely supply of the material. The firm has to extend the validity of the Bank Guarantee deposited, if required by the department without assigning any reason. ( 2% of the order value in case of Haryana based Firms and 0.2% of the order value in case of Haryana Based Micro and Small Enterprises)
14	Risk Purchase	In case of Non-supply of material as per delivery schedule, the stores will be purchased of the same specifications, terms & conditions from other sources at the risk and cost of the firm. The excess cost thus incurred will be recovered from the supplier from his pending bills/EMD/BG/through legal action. The procedure of risk and cost purchase will be adopted after serving registered notice to supply stores within 15 days.
15	Price Variation	Fixed price for one year after decision.

16	Test	<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 of any size of brake lining from the lot was not found meeting the prescribed specifications in testing, then complete lot supplied against that schedule to all the consignee depots as per above will be rejected and firm will have to replace the failed material within 15 days from the date of issuing of letter of rejection, failing which concerned consignee will have right to make the purchase of rejected stores from the alternate sources available on ASRTU Rate Contract/ valid firm that participated in the tenders without issuing any further notice. Moreover, recovery of testing charges alongwith cost of sample, postage charges and administrative charges etc. as per ASRTU criteria will be imposed on the firm and firm will be cautioned to improve the quality strictly as per specifications for future supplies. The penalty as per ASRTU weightage chart will be imposed on the firm for the material that had been consumed by the time the report of testing is received by the depot. On receipt of consecutive two failed test reports of testing of random samples for the same item, the pending order of the firm will be cancelled and the firm will be debarred for participation in future tenders for a period as decided by the Director, State Transport Haryana, Chandigarh in addition to replacement of the rejected store and imposition of additional penalty of 1% of total lot value as mentioned above.</p>
17	Delay Penalty	Delayed consignment/delivery schedule will be subjected to 2% penalty per consignment per month of delay or part thereof, recoverable on the value of stores supplied after the scheduled date.
18	Warranty	Free replacement against manufacturing defect, if any.
19	Fall Clause	The price offered in the tender for the store shall not exceed in any way from the lowest price at which the tenderer supply/offer the store of the identical description to DGS&D New Delhi/ State Govt./ Institution/Undertaking/any STUs/other person during the delivery period/currency period of the supply order. If at any time during the delivery period/currency period, the successful tenderer supplies/offer the quoted stores to any person at the price lower than the price chargeable under this supply order/contract, the tenderer shall forthwith notify such reduction and inform this office. The price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D, New Delhi/ Institution/ Undertaking/ any STUs/ other PSU/ State Govt. etc., during the corresponding period.
20		The purchase would be decided on the basis of the best valid rates, quoted. As per policy of the department of Industries & Commerce Department,

	<p>Govt. of Haryana for procurement of stores &amp; 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 &amp; L3 is within 5% of the L1 quoted rate. In cases where the L1 bidder refuses to further reduce 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.</p>
21	<p>As per policy of the department of Industries &amp; Commerce Department, Govt. of Haryana for procurement of stores &amp; goods vide order G.O. no. 2/2/2016-4IBII(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-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfilment of other terms &amp; 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-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfilment of other terms &amp; conditions of the tender and further subject to fulfilment of conditions as per eligibility.</p> <p>(iii) Negotiations will be held only with L-1+5% firms. MSMEs within the price range of L-1+15% will be counter offered to match the finally arrived L-1 rate. In case MSMEs within L-1+15% refuse to match the finally arrived L-1 rate then the entire 60% (50% of MSEs &amp; 10% for Medium Enterprises) of purchase preference will be transferred to L-1+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-1+15% range, the entire 100% tendered quantity will be distributed as per existing guidelines.</p> <p>(v) In case, there are no Micro &amp; 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 &amp; 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 &amp; 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 &amp; so on. Thereafter, offer will be given to MSE and MEs within L+15% range to</p>

	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.
22	<u>Special Concessions for Haryana based Micro and Small Enterprises</u> - As per Govt. of Haryana, Industry and Commerce Department vide order no. 2/2/2010-4-IB-II dated 20.10.2016, Haryana based Micro and Small Enterprises are also allowed to participate in the Tender. However the bidders wishing to participate in the Tender must fulfill the eligibility criteria as already detailed in the tender documents. <u>Further Haryana based manufacturing Micro and Small Enterprises</u> shall be entitled to 90% concession on deposit of the performance security amount which will be 0.2% of the value of the order.
23	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 from encashed EMD/BG or through law of Court.
24	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.
25	Firms (in case of OE supplier and the Manufacturers and supplier of Asbestos free brake lining and clutch facing to OE supplier of brake system and clutch plate assembly to any bus chassis manufacturers) shall submit an affidavit that bus chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd. has not debarred firm during last three years on the basis of poor quality of brake linings and clutch facings (failure of samples).
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 <sup>st</sup> 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.
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	The firm will have to supply the evidence of GST paid along with the each invoice.
31	Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm.
32	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.
33	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.

34	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. <a href="http://www.dsndharyana.gov.in">www.dsndharyana.gov.in</a> / website of Govt. of Haryana / ASRTU, New Delhi).	
35	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.
36	Jurisdiction	Any dispute or difference or claim etc., shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this supply tender.

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

Dated: -

Signature of Authorized  
Person of firm with stamp



**Technical Bid****TENDER FOR SUPPLY OF ASBESTOS FREE BRAKE LININGS AND CLUTCH FACINGS WITH ALU. RIVETS VALUING APPROX Rs. 2.15 CRORES.**

1	Name of the firm with full Address including fax & e-mail ID	
2.	Name of Contact Person with Mobile No., Fax no. & e-mail ID	
3	Brand name	
4	Bank details required for releasing payment through RTGS	
5	<p>Are you :-</p> <ul style="list-style-type: none"> <li>➤ Bus Chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>➤ Manufacturers who are/were O.E. supplier of asbestos free Brake Linings and Clutch Facings to the bus chassis manufacturers during the last three years, preceeding the closing date of tender and as confirmed in Rate contract issued by ASRTU, New Delhi.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>➤ Manufacturer and supplier of asbestos free Brake Linings and Clutch Facing to O.E. supplier of brake system and clutch plate assembly to any bus chassis manufacturer.</li> </ul>	
6	Are you a Haryana based Micro and Small Enterprises.	
7	Indicate the location/address from where the firm will supply the material / issue the invoices of supply materials.	
8	Have you submitted the Financial Bid as per Annexure ‘B’	
9	Confirm the firmness of the rates for one year from the date of decision of tender.	
10	What is your capacity to supply mentioned materials per month.	
11	Product Latest Test Report (less than one year old)	
12	Whether EMD amounting to Rs. 2.00 lacs (Haryana based MSEs are exempted from payment of EMD) has been deposited online?	

Dated

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

**FINANCIAL BID****ANNEXURE-'B'****TENDER FOR SUPPLY OF ASBESTOS FREE BRAKE LINING WITH ALUMINIUM RIVETS AND CLUTCH FACING WITH ALUMINIUM RIVETS APPROX.VALUE Rs. 2.15 CRORES.**

Sr. No.	Nomenclature	Part No.	Specification	App. Qty in sets	Basic Rate (in Rs.)	Qty. Disc. (in Rs.) (if any)	Cash Disc. (in `)	GST (in Rs.) (if any)	Any other discount. (in Rs.)	Packing/ Forwarding/ any other extra charges (in Rs.)	Net landed prices (in Rs.) on FOR Destination basis
1	Ft. Brake Lining with Rivets STD	257342130124	As per ASRTU specification i.e. AS: 307:81 March: 2014 or latest applicable. Asbestos free Quality with aluminium rivets (extra long)	295							
2	Ft. Brake Lining with Rivets 1 mm	257342130125		1043							
3	Ft. Brake Lining with Rivets 2 mm	257342130126		1143							
4	Rr. Brake Lining with Rivets STD	257342330124		862							
5	Rr. Brake Lining with Rivets 1 mm	257342330125		1420							
6	Rr. Brake Lining with Rivets 2 mm	257342330126		656							
7	Rr. Brake Lining with Rivets STD 8", 12 hole for Haryana Shakti Model	P3610351		536							
8	Rr. Brake Lining 1/32, 8" 12 hole H.S.	P3616051		996							
9	Rr. Brake Lining 1/16, 8" 12 hole H.S.	P3616151		1834							
10	Clutch facings 14" with rivets.	P3600114		528							
11	Rr. Brake Lining with Rivets STD 7", 10 hole (HLP)	P0960251		325							
12	Rr. Brake Lining with Rivets 1/32 7", 10 hole (HLP)	P0966351		795							
13	Rr. Brake Lining with Rivets 1/16 7", 10 hole (HLP)	P0966451		1385							
14	Rr. Brake Lining with Rivets STD	P3601651		254							
15	Rr. Brake Lining with Rivets 1/32	P3601751		390							
16	Rr. Brake Lining with Rivets 1/16	P3601851		760							
17	Rr. brake lining with rivets 1/8	P3604151		577							
18	Ft. Brake Lining with Rivets STD (Haryana Gaurav model)	P3609651		148							
19	Ft. Brake Lining with Rivets 1/32 (H.G)	P3612851		76							
20	Ft. Brake Lining with Rivets 1/16 (H.G)	P3612951		198							
21	Ft. Brake Lining with Rivets 1/8 (H.G)	P3613051		165							
22	Rr. Brake Lining with Rivets 1/8 7" 10 holes (HLP)	P0966551		1030							
23	Ft. Brake Lining with Rivets STD 6" 10 holes (HLP)	P0960151		4							
24	Ft. Brake Lining with Rivets 1/32 6" 10 holes (HLP)	P0966151		16							
25	Ft. Brake Lining with Rivets 1/16 6" 10 holes (HLP)	P0966251		60							
26	Rear Brake Linings with Rivets 1/8 8" 12 Hole	P3616251		466							
27	Ceramic Clutch Button Kit with Steel Rivit 330 Dia TATA Cummins-1512	242425200111		1050							

**Date:****Signature of authorized person of the firm with seal**

