

Directorate of State Transport, Haryana
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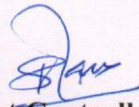
TENDER NOTICE

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	Tender Notice for Purchase of Asbestos Free Brake Linings and Clutch Facing with Alu. Rivets	1.40 crore	2.00	05/2021-22/SPO/HQ dated 14.06.2021	15.06.2021 at 10:00 hours	09.07.2021 upto 15:00 hours

Note:- For detailed information please visit website <http://www.hartrans.gov.in> & e tendering website i.e. <https://etenders.hry.nic.in>.

Dated: 14.06.2021


Dy. Transport Controller (Stores)
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 ₹2.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
7. ₹5000/- as tender fee (Haryana based MSEs are exempted from payment of tender fees) to be deposited online only.
8. e-Procurement fee in favour of "Society for IT Initiative Fund for e-Governance" amounting ₹1,000/- to be deposited online only.

Note:- 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 ₹ 1.40 CRORES.

1	Eligibility Criteria	<ul style="list-style-type: none"> ➤ Bus Chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ➤ 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. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ➤ 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.
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 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 04 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 st 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 ₹2.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
12	Tender document charges	₹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/ Any State Govt./ Undertaking/any STUs 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/ Any State Govt./ Undertaking/any STUs during the corresponding period.
20	Negotiations of Rates	Regarding negotiations of rates, policy issued by the State Government vide G.O. No. 2/2/2010-4-IB-II dated 18.06.2013, G.O. No. 2/2/2010-4-IB-II dated 16.06.2014, G.O. No. 2/2/2010-4-IB-II dated 09.02.2015 will be applicable.
21	Concession to MSMEs of State.	<p>The State Government has notified "Haryana State Public Procurement Policy of MSME – 2016" vide G.O. No. 2/2/2016-4I BII(1) dated 20.10.2016 and amendment vide G.O. No. 2/2/2016-4IB-II dated 11.12.2019 which will be applicable in respect of concessions to Haryana based MSMEs and KVIs (Khadi Village Industries). For claiming the relevant concessions/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder's name and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016.</p> <p>*Note: - To claim the concessions/benefits under the above policy, the bidder is required to submit Manufacturing Entrepreneurs Memorandum issued by the Industries Department Haryana in respect of the quoted item or UdhdyogAadhaar Memorandum (UAM) of Haryana based manufacturing enterprise in respect of the quoted item (Ref. Industries & Commerce Department Haryana Memo No. TS/DS&D/11389-A Dated 03.07.2018) and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time.</p>
22	Concession / benefits to Startups / First Generation Entrepreneurs of State	The State Government has notified "Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State" issued vide G.O. No. 2/2/2016-4I B-II dated 03.01.2019 which will be applicable in respect of concessions to Startups/First Generation Entrepreneurs of State. For claiming the relevant concessions/s like Tender Fee, earnest Money Deposit (EMD), Turnover, Exemption in respect of Past

		Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof as per the said policy.
23	Grievance Redressal Mechanism for dealing with the representations /complaints / letters of the participating bidders/firms	A time bound Grievance Redressal Mechanism for dealing with the representations/complaints/letters of the participating bidders/firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O. No.2/2/2016-4I-B II of dated 25.07.2016. All the bidders/firms who want to make any representation/complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 PM of the Fifth Working day) of the date of issue of letter/ intimation regarding their “ As per NIT/Not as per NIT status ”. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/complaint in whatsoever manner from the bidders/firms will be entertained after the opening of Financial Bid.
24	Make in India	The public procurement in the State in reference to “Preference to make in India” shall be governed by Govt. order No. 02/08/2020-4IB-II dated 18.11.2020
25	Restriction in Public procurement from bidders of certain Countries	The restriction on procurement from bidders from a Country or Countries on grounds of Defence of India or matters directly or indirectly related thereto including National Security shall be governed by Govt. Order No. 02/09/2020-4IB-II dated 10.12.2020
26	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.	
27	<p>FORCE MAJEURE - Notwithstanding the provisions of the bid, the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract, is the result of an event of Force Majeure.</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</p>	

	arises, the bidder shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the bidder, if as a result of Force Majeure; the bidder is unable to perform a material portion of the contract.	
28	Q.Rs applicable at the time of tender should remain valid during the validity period of tender or supply orders. If due to any reason, status of the firm gets lowered than Q.Rs applicable at the time of tender, Director General, State Transport, Haryana will have discretion either to revoke/reject the tender or cancel the pending order.	
29	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).	
30	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.	
31	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 of the firm will be forfeited and other departmental penal action, as deemed fit, will be taken.	
32	The department reserves the right to modify/revoke the order at any point of time without assigning any reason.	
33	Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.	
34	The firm will have to supply the evidence of GST paid along with the each invoice.	
35	Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm.	
36	Firm 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.	
37	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.	
38	Balance terms & conditions, if any, shall be as per standard terms & conditions issued by Directorate of Supplies & Disposals, Haryana (may be seen at website i.e. www.dsndharyana.gov.in / website of Govt. of Haryana / ASRTU, New Delhi).	
39	Arbitrator	All disputes and differences arising out of or concerning whatsoever, shall be referred to the sole Arbitrator or an officer appointed by the Additional Chief Secretary (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.
40	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 ₹ 1.40 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"> ➤ Bus Chassis manufacturers i.e. M/s Tata Motors Ltd. or M/s Ashok Leyland Ltd. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ➤ 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. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ➤ 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. 	
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 ₹ 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 ₹ 1.40 CRORES.**

Sr. No.			Specification	App. Qty in sets	Basic Rate (in ₹)	Qty. Disc. (in ₹) (if any)	Cash Disc. (in `)	GST (in ₹) (if any)	Any other discount. (in ₹)	Packing/ Forwarding/ any other extra charges (in ₹)	Net landed prices (in ₹) 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)	293							
2	Ft. Brake Lining with Rivets 1 mm	257342130125		440							
3	Ft. Brake Lining with Rivets 2 mm	257342130126		764							
4	Rr. Brake Lining with Rivets STD	257342330124		385							
5	Rr. Brake Lining with Rivets 1 mm	257342330125		985							
6	Rr. Brake Lining with Rivets 2 mm	257342330126		595							
7	Rr. Brake Lining with Rivets STD 8", 12 hole for Haryana Shakti Model	P3610351/P361745		291							
8	Rr. Brake Lining 1/32, 8" 12 hole H.S.	P3616051/ P3617351		563							
9	Rr. Brake Lining 1/16, 8" 12 hole H.S.	P3616151/ P3617451		1564							
10	Clutch facings 14" with rivets.	P3600114		780							
11	Rr. Brake Lining with Rivets STD 7", 10 hole	P0960251/P1701251		230							
12	Rr. Brake Lining with Rivets 1/32 7", 10 hole	P3601751/ P1701351		415							
13	Rr. Brake Lining with Rivets 1/16 7", 10 hole	P3601851/ P1701451		950							
14	Rr. Brake Lining with Rivets STD	P3601651		66							
15	Rr. Brake Lining with Rivets 1/32	P3601751		230							
16	Rr. Brake Lining with Rivets 1/16	P3601851		693							
17	Rr. brake lining with rivets 1/8	P3604151		282							
18	Ft. Brake Lining with Rivets 1/32 (H.G)	P3612851/P1609454		10							
19	Ft. Brake Lining with Rivets 1/16 (H.G)	P3612891/P3612951 / P1609554		10							
20	Ft. Brake Lining with Rivets 1/8 (H.G)	P3613051/P3601651		128							
21	Rr. Brake Lining with Rivets 1/8 7" 10 holes	P3604151		570							
22	Ft. Brake Lining with Rivets STD 6" 10 holes	P0960151		80							
23	Ft. Brake Lining with Rivets 1/32 6" 10 holes	P0966151		396							
24	Ft. Brake Lining with Rivets 1/16 6" 10 holes	P0966251		20							
25	Rear Brake Linings with Rivets 1/8 8" 12 Hole	P3616251		716							

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

