

TECHNICAL BID**TERMS & CONDITIONS FOR SUBMITTING TENDER FOR SUPPLY OF TUBES AND FLAPS FOR NYLON TYRE SIZE 9.00x20, RADIAL TYRES SIZES 9.00Rx20 & 10.00Rx20 (APPROX. VALUE ₹90.00 LACS) TO BE OPENED ON 14.6.2013.**

1	Place of Delivery	Destination (door delivery including unloading at the consignees).
2	Excise Duty	Inclusive (As applicable). Variation in Excise Duty during the scheduled delivery period will be allowed.
3	Sales Tax	Inclusive (As Applicable to Govt., Deptt. against form ‘VAT C-3’).
4	Packing and Forwarding	Inclusive & Securely packed.
5	Specifications	Tube and Flaps should meet the latest specifications as under. (i) Tube: As per IS:13098 (ii) Flap: As per latest ASRTU specifications.
6	Validity of offer/Contract	The offer should be valid for 3 months from the date of opening of tender. The validity of contract will be 12 months from the date of decision/date of placing supply order.
7	Quantity	The quantity mentioned in tender i.e. annexure ‘C’ is approximate and can be increased/decreased up to 25% of nominal quantity as per requirement of the Department during the validity period of contract on the same rates and terms & conditions.
8	Performance Bank Guarantee/Security	10% of the total value of the order valid for 20 months. This is liable to be revoked/ forfeited in case of failure to meet the contractual obligations, including timely supply of the material.
9	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 its 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.
10	Price Variation	Price fixed for one year.
11	Test	The random sample from the supply is liable to be tested at CIRT, Pune or any other Govt. approved/NABL accredited laboratory. The lot from which random samples were taken, if reported failed in the testing shall be declared rejected and firm have to replace the material within 15 days from the date of issuing of the letter, failing which rejected store from the lot will be purchased from alternate source at the risk and cost of the firm and excess payment, if any will be recovered from firm. However, the penalty as per ASRTU weightage chart will be imposed on the firm for the material consumed, if any at the time of receipt of the failed report. On getting the testing of random samples from the supply received to the consignees and on getting two failed test reports for a particular item, the firm will be cautioned to improve the quality. However, on receipt of consecutive three failed test reports for the same item, the pending order of the firm will be cancelled and the firm will be debarred from participation in future tender for minimum two years in addition to imposition of the penalties as per NIT.

12	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.
13	Warranty	The supplied tubes and flaps should be free from manufacturing defects and manufacturer should offer free replacement for manufacturing defects.
14	Fall Clause	The firm will be subjected to fall clause, in case of supply at lower rate than offered to the Haryana Govt. from the date of offering the lower rates.
15	The purchase would be decided on the basis of the best valid rates, quoted. If it is considered that the best valid quoted by L1 (best valid bid) are not reasonable, the negotiations shall be held only with the L1 and a counter offer will be made to the L1. In case the L1 bidder does not accept the counter offer, the tender would be dropped and recourse would be taken to invite fresh tenders.	
16	<p>a) The Director General, State Transport, Haryana reserves to right to allow purchase preference to the approved sources, including Central or Haryana State Public Sector Undertakings/ Enterprises provided that such approved source takes part in the bidding process and the quoted prices of the approved source are within 10% of the lowest acceptable price, other terms & conditions and specifications mentioned in the NIT being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price.</p> <p>b) Director General, State Transport, Haryana reserves the right during the evaluation to allow discount of 50% of VAT revenue accruing to the State of Haryana from the composite price bid of the bidder, while comparing the bids received in response to this NIT and L-1, L-2 and L-3 bidder status would be determined accordingly. However, capacity of raising the bill of the stores from Haryana State should be available with the bidder on the closing date of the tender.</p>	
17	Any firm that has been blacklisted by any other STUs on the basis of submitting of the forged documents/non supply of material/failure of random sample/non-complying the contract obligations etc. may not be allowed to participate in future tenders and all the participating firms will be required to submit an affidavit along with tender that the participating firms have not been blacklisted by any STUs. 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.	
18	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.	
19	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.	
20	Any firm that has been blacklisted by any other STUs on the basis of submitting of the forged documents/non supply of material/failure of random sample/non-complying the contract obligations etc. may not be allowed to participate in future tenders and all the participating firms will be required to submit an affidavit along with tender that the participating firms have not been blacklisted by any STUs. 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 en-cashed EMD/BG or through legal action.	
21	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.	
22	The department reserves the right to modify/revoke the order at any point of time without assigning any reason.	
23	Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.	
24	The firm will have to supply the evidence of Excise Duty paid along with the each invoice.	
25	Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm.	
26	Firm should have capability to supply the tendered qty.	
27	The tenders submitted directly by the manufacturers/ ASRTU contract holder meeting the eligibility criteria to quote for supply of Tubes and Flaps for Tyres of sizes 9.00x20 Nylon, 9.00Rx20 and 10.00Rx20 only will be considered.	
28	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/) Govt. of Haryana.	
29	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.
30	Arbitrator	All disputes and differences arising out of or concerning whatsoever, shall be referred to the sole Arbitrator or an officer appointed by the 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.

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

TENDER FOR SUPPLY OF TUBES AND FLAPS FOR NYLON TYRE SIZE 9.00x20, RADIAL TYRES SIZES 9.00Rx20 & 10.00Rx20 (APPROX. VALUE ₹90.00 LACS) TO BE OPENED ON 14.6.2013.

1	Name of the firm with full Address including fax & e-mail ID.	
2	Name of Contact Person with Mobile No., Fax no. & e-mail ID.	
3	Brand Name	
4	Bank detail required for releasing payment through RTGS	
5	Are you a Tyre manufacturers or manufacturers of Tubes and Flaps, who are O.E. supplier to the commercial vehicle tyre manufacturers or the firm who are on ASRTU contract for Tubes and Flaps capable of meeting the requirements of Tyre control order for butyl tubes i.e. IS:13098.	
6	Furnish the offer in enclosed proforma for the estimated quantity indicated therein in Annexure-C.	
7	Confirm the firmness of the rates for one year from the date of decision of tender.	
8	Payment Term: 100% payment will be made within 15 days after physical delivery of inspected/accepted store at consignee godown in satisfactory condition.	
9	Give your acceptance for penalty levied from Transport Department, in case samples fails in testing as per ASRTU weight chart	
10	Give your acceptance for depositing Bank Guarantee equivalent of 10% value of supply order.	
11	Acceptance of delivery period i.e. 1 st delivery schedule equivalent of one month requirement within 15 days after issuing of confirmed supply order and thereafter as per monthly delivery schedule mentioned in the supply order.	
12	Capacity to supply tender quantity.	
13	Product Latest Test Report (less than six months old)	
14	Last three years turnover (year-wise) duly certified by a Chartered Accountant.	
15	Earnest Money Deposited amounting to ₹1.80 lacs vide demand draft or Bank Guarantee having validity of minimum 6 months from the date of opening of the tender.	

Dated

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

FINANCIAL BID

TENDER FOR SUPPLY OF TUBES AND FLAPS FOR NYLON TYRE SIZE 9.00x20, RADIAL TYRES SIZES 9.00Rx20 & 10.00Rx20 (APPROX. VALUE ₹90.00 LACS) TO BE OPENED ON 14.6.2013.

Sr. No.	Nomenclature	Specifications	Approx. Qty. in nos.	Basic Rate	Volume Disc.	Excise Duty (in ₹)	VAT Disc. (in ₹)	Cash Disc. (in ₹)	Packing/Forwarding/any other extra charges (in ₹)	Net landed rate on FOR door delivery basis (in ₹/each)
1	Extra butyl tubes for Nylon tyres of size 9.00x20	As per IS:13098	1000							
2	Extra butyl tubes for Steel Radial tyres of size 9.00R20	As per IS:13098	1000							
3	Extra butyl tubes for Steel Radial tyres of size 10.00R20	As per IS:13098	4000							
4	Extra N.R. Flaps for Nylon tyre size 9.00x20, Radial Tyres sizes 9.00Rx20 & 10.00RX20	As per latest ASRTU specifications as applicable IS:13098	7500							

Signature of authorized person of the firm with seal

CHECK LIST FOR SUBMITTING THE TENDER FOR SUPPLY OF TUBES AND FLAPS FOR NYLON TYRE SIZE 9.00x20, RADIAL TYRES SIZES 9.00Rx20 & 10.00Rx20 (APPROX. VALUE ₹90.00 LACS) TO BE OPENED ON 14.6.2013.

Sr. No.	Description	Remarks
1	Whether tender documents downloaded from the website or purchased from office.	Please indicate.
2	Tender fee of ₹1000/- deposited vide receipt no. or Demand Draft enclosed.	Please indicate detail
3	EMD of ₹1.80 Lacs enclosed vide Demand Draft No. _____ dated _____ or through Bank Guarantee No. _____ dated _____ valid upto _____.	-do-
4	Copy of document vide you had claimed that your firm is OE supplier of the offered tube & flap to the commercial vehicle tyre manufacturers.	-do-
5	Copy of document vide you had claimed that your firm is meeting eligible criteria as per tender notice	
6	Copy of document vide which your offered butyl tubes meet as per IS:13908	-do-
7	Whether you agree to payment term as per Clause No. 7 of Technical Bid annexure 'B'	-do-
8	Whether you have accepted that you will supply the first lot of tyre within 15 days from the date of issue of purchase order and balance quantity in the monthly schedule/as per requirement till validity period.	-do-