OFFICE OF THE DIVISIONAL MANAGER CTU & DIRECTOR TRANSPORT,
UNION TERRITORY; CHANDIGARH,
(PLOT NO.701 INDUSTRIAL AREA PHASE –I).

E-Tender Notice

E-tenders (Online tenders) are invited for one year from the Manufacturing Firms/companies on Rate contract with ASRTU, New Delhi for the purchase of procured tread rubber and its allied products/tyre retreading material as per latest ASRTU specifications & as per detail at **Annexure-'A'** to the tender documents and technical specifications as set out in the Tender documents which can be downloaded from the website http://etenders.chd.nic.in. **or** chdctu.gov.in.

The important dates with regard to uploading the tenders are as under:-

Description	Date & Time	Place
Bid Reference		SPA/CTU/2022/499 Dated. 20.01.2022
Date of uploading the Tenders (by CTU)	21.01.2022	In Computer Section office of The Director Transport, U.T., Chandigarh (Plot No. 701, Industrial Area, Phase-I, Chandigarh)
Date of Pre-bid meeting	04.02.2022 At -11. A.M.	In the office room of the General Manager-I, CTU, Plot No.701, Industrial Area, Phase-I, U.T., Chandigarh.
Last Date of depositing the EMD in physical form and uploading of e-tender (Technical & Financial Bid) on web portal	11.02.2022 up to 2.00 P.M.	In the office of Director Transport, U.T., Chandigarh (Plot No. 701, Industrial Area, Phase-I, Chandigarh-160002)
Date of Opening/downloading the Technical Bids	11.02.2022 at 3.00 P.M.	In Computer Section office of The Director Transport, U.T., Chandigarh (Plot No. 701, Industrial Area, Phase-I, Chandigarh)
Date and time of opening of Financial Bid		Will be intimated to technically responsive bidders.
In case of any query/clarification		The bidders can approach the Nodal Officer/General Manager, Depot-I, CTU, Chandigarh on any working day between 9:00 AM to 5:00 PM in case of any query/clarification regarding e-tendering process (Ph. No. 0172-2679003 Extn. 216) or mail at ctu-chd@nic.in

The Divisional Manager, CTU & Director Transport, U.T., Chandigarh shall have every right to (a) cancel / withdraw / amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.

Sd/-
Divisional Manager CTU &
Director Transport,
Union Territory,
Chandigarh

ANNEXURE 'A'

DETAIL AND SPECIFICATION OF THE PRECURED TREAD RUBBER AND ALLIED MATERIAL FOR RETREADING OF TYRES FOR CTU BUSES:

Sr. No.	**Product Name & description**	**ASRTU Specifications**	**Annually Requirement (Approximate)**	**Earnest Money Deposit (EMD)**
1.	Tread Rubber 195mm	235x75 x 17.5 R	800Kg	**Rs.2,30,000/-**
2.	Tread Rubber	1000x20 x16PR	15,000Kg	
3.	Tread Rubber	295x80x22.5 PR	12,000Kg	
4.	Tread Rubber	900x20 x16PR	10,000Kg	
5.	Cushion compound Gum / vulcanizing Gum 125 DEG per Kg.	295x80x22.5 x16PR 235x75x17.5 R 1000x20 x16PR 900x20 x16PR	1600Kg 1200Kg Total **2800Kg**	
6.	Vulcanizing cement / Solution 25 Ltr drum Packing	NPN	3,000Ltr	

NOTE:- The quantity of the above said material/items is based on approximate requirement which can be increased/ decreased as per actual requirement of the Department/ CTU.

DEFINITIONS & ABBREVIATIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh having the fleet of 300 (approx) buses (make TATA/LEYLAND/CORONA) which are plying on urban and sub urban routes of the Tricity Chandigarh, Panchkula and Mohali and interstate routes/long routes. The CTU is required to purchase the Procured tread rubber for retreading the tyres size Tyres 900 x 20 PR Radial, Tyres 1000 x20 Radial, Tyres 295 x 80 x 22.5 Radial Tubeless, Tyres and 235 x 75 x 17.5 Radial Tubeless from time to time as per above detail and accordingly the tender is invited for purchase the same.

General Terms & Conditions

a) The firm should be reputed manufacturing firms and on rate contract with ASRTU and are meeting the latest ASRTU specifications of such type of tyre retreading material as per detail mentioned in the tender documents. The copy of the registration and valid rate contract with ASRTU, Delhi must be submitted with the technical bid online.

b) The Technical Bid shall be opened **on 11.02.2022 at 3.00 PM** in the presence of the tenderers who may wish to attend in the office room of the Divisional Manager, CTU & Director Transport, U.T., Chandigarh (Computer Section), after scrutiny of the information received in Technical Bid, clarifications, if any, where ever necessary. The date of opening of Financial Bid shall be intimated later on. In the event of the date of receipt or opening of technical & price bid being declared a holiday or the CTU, the due date of opening of the tender will be the following day at the same hours.

c) The tenders received after the stipulated date and time shall not be entertained/ opened.

d) The tenderer will have to furnish an affidavit on non judicial stamp paper of **Rs.15/-** duly attested by **Executive Magistrate 1st Class/ Notary Public** that the quoted rates in the tender are not **more/higher** than the rates already quoted anywhere in any State Transport Undertaking/any Govt. Organization/PSUs during last six months. If it is found that the quoted rates are higher than the rates quoted in any other Govt./PSU supplies, the total difference of rates/prices will be recovered from the firms.

e) The tenderer shall submit an affidavit on non judicial stamp paper of **Rs.15/-** duly attested by **Executive Magistrate 1st Class/ Notary Public** that his firm has not **blacklisted/debarred**/prosecuted in the past in the field by Central Govt./any state Govt./PSU/STU/ Organization.

f) The tender should submit a copy of the latest test report which are issued within one year from the date of publishing of tender by CIRT Pune or any other NABL accredited testing laboratory for tread rubber and other allied material and credentials of supplying to other STU's/Govt. Departments during last one preceding years.

g) The tenders submitted directly by the manufacturers meeting eligibility criteria to quote the rates for tread rubber and allied materials for procured retreading material will only be considered. The supply will be accepted directly from the manufacturers only.

h) The Firm/bidder should have capability to supply tendered quantities, during contract period.

i) Each page containing terms & conditions of the tender should be signed by the tenderers with seal & stamp of the firm.

j) Incomplete / conditional tender or tender received without earnest money shall not be considered and liable to be rejected out rightly

k) The tenderers will be responsible to see that the tender is uploaded on or before the due date and time on website

l) Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.

m) The tenders shall be opened in the presence of intending tenderers or their authorized representatives if they wish to be present at that time.

n) The department reserves the right to modify/revoke the order/agreement at any point of time without assigning any reason

o) The tenderers can approach the Nodal Officer, e-tendering, CTU Chandigarh on any working day between 9:00 A.M to 5:00 P.M. except Saturday and Sunday in case of any query /clarification regarding e-tendering process (Phone No. 0172-2679003).

2 QUALIFICATION CRITERIA.

2.1 TECHNICAL QUALIFICATION (Documentary proof to be attached):-

i) The firm should be reputed manufacturing firms and on rate contract with ASRTU and are meeting the latest ASRTU specifications of such type of tyre retreading material as per detail mentioned in the tender documents. The copy of the registration and valid rate contract with ASRTU, Delhi must be submit with the technical bid online.

2.2 FINANCIAL QUALIFICATION:-

i) The Bidder should have a minimum average Annual Turnover of **Rs.38 Lac** for last 03 financial years duly certified by the Chartered Accountant, for the financial years of 2018-19 2019-20 & 2020-21.The Bidder should submit Income Tax returns and Audited Balance Sheet duly signed for the relevant three financial years.

The tenderer (s) should submit their tender in two parts i.e. i) Technical Bid (ii) Financial Bid. Bidders shall have to submit bid online only.

3 TECHNICAL BID

The Bid shall consist of: -

a) Performa of Bid submission.
b) Original EMD of Rs.2,30,000/-.
c) Pan No
d) GST No.
e) Performance statement of works executed.
f) Technical detail of (proposed Bid) and all other documents as well as the technical and commercial information required in accordance with the RFP document.

4. FINANCIAL BID:-

a) The tenderer (s) should submit their price bid/financial bid online only as per the BOQ to the tender documents available on the website.

b) The tenderer will offer their landed rates at Depot-I for each items (for one quantity) including all taxes, Govt. levies etc. as per BOQ on the website.

c) The Price Bid will only be opened of those tenderers who technically qualify in the evaluation of their technical bids. For opening Price Bid, the time and date will be intimated separately.

5. EVALUATION OF BID:-

The Tender shall be awarded to the tenderer, who quote the Lowest rate in the Price Bid, provided he fulfills all other terms and conditions of the tender documents.

6. EARNEST MONEY DEPOSIT (EMD).

i) The bidders shall submit Earnest Money Deposit (EMD) amounting to **Rs.2,30,000/- (Rupees: Two Lac Thirty Thousand Only)** for the items as mentioned in the Annexure-'A' to the tender documents on or before the closing date of tender **i.e. 11.02.2022 up to 2.00 pm** in physical form in the shape of Bank Draft/FDR/bank guarantee drawn on any scheduled Bank at Chandigarh in favour of **Director Transport UT Chandigarh payable at Chandigarh**, Office **Address Chandigarh Transport Undertaking, Chandigarh Plot No. 701, Industrial Area Phase-I, Chandigarh** and scanned copy of the same must submit with the technical bid online.

ii) The EMD of unsuccessful bidder will be returned back immediately after the allotment of the contract. The EMD of the successful bidder will be refunded on receipt of the performance security.

iii) The e-tender must be accompanied with Earnest Money Deposit (EMD) for the amount pertaining to the module and drawn in the name of the **Director Transport, U.T., Chandigarh payable at Chandigarh** Plot No. 701, Industrial Area, Phase I, Chandigarh, in the form of Fixed Deposit Receipt or Account Payee Demand Draft or Bank Guarantee from any of the scheduled/commercial bank in an acceptable form, which should be valid for **180 days** beyond the final bid validity.

iv) In case of successful bidders backs out, his/her earnest money/performance security shall be forfeited along with interest thereupon and the bidder will be blacklisted for any future contract as per Chandigarh Administration Finance Department Notification No. 1927-F&PO(3)-2009/1170, dated 27.02.2009.

v) No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.

7. PERFORMANCE SECURITY-

The successful bidder shall submit the performance security @ 5% of the total value of the contract within 21 days from the date of issuance of the Letter of Acceptance /Purchase order in the form of Bank Guarantee/Fixed Deposit Receipt (FDR) from any scheduled bank payable at Chandigarh in an acceptable form which should be valid for a period of 15 months from the date of Letter of Acceptance./1st supply order.

8. GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF TREAD RUBBER AND ITS ALLIED PRODUT FOR THE TYRE RETREADING OF THE BUSES OF CTU:

8.1 The rates quoted should be F.O.R. destination, (including GST/taxes, levies etc.) i.e. CTU Main Store, Workshop Depot No.1, Industrial Area, Phase I, Chandigarh or the place specified by the office. The tenderer will offer their landed rates of each items separately including all taxes/duties/packing/forwarding/landed rate. The lowest bidder shall be decided on the basis of lowest rates quoted for each item separately.

8.2 Tender/contract shall be for one year from the date of issue of Letter of Acceptance (LOA) which can be extendable further for one year on mutual consent of the parties. But the bidder cannot claim for the grant of extension in contract as a matter of right.

8.3 The offer of tender will be valid for a period of 180 days from the date of opening/downloading of technical documents.

8.4 The quantity for the supply can be decreased /increased by 25% during the contract period on the same rate and terms and conditions, as per actual requirement of the department**.**

8.5 Standard Consumption for the Procured process rubber base should be as under:

(i) width 187mm, weight 9.5kg/tyre- 235x17.5 R,
(ii) width 197mm, weight 10 kg/tyre- 900X20 x16PR
(iii) width 205 mm, weight 11.5 kg/tyre- 1000x20 x 16PR
(iv) width 240 mm, weight 15 kg/tyre- 295x80 x 22.5 x16PR
(v) The rolls should be supplied in the whole multiples of above said standard consumptions of tread rubber as per requirement.

8.6 The material may be tested from the Govt. laboratory/Govt approved agency:

Two random samples of tread rubber and other allied material every four months are liable to be tested at CIRT, Pune or any other NABL accredited test house/laboratory.
The successful tenderer will not have any objection to the supplied materials being tested in any NABL accredited Govt. approved laboratories or CIRT Pune or any Govt./Govt approved agency for its quality check as per laid down specifications. In case of failure of sample, penalty will be imposed as per terms & conditions of ASRTU rate contract or as decided by Divisional Manager, CTU, & Director Transport, Union Territory, Chandigarh, which will be recovered from the successful bidder.

8.7 The supply will be accepted directly from the successful bidder only.

8.8 The successful bidder is liable to supply the material within 15 (fifteen) days from the date of issue of Purchase Order issued from time to time, failing which the material will be purchased from the local market at the risk and cost of bidder.

8.9 Materials received other than the desired specifications/ Sub standard materials will be returned at bidder's risk and cost or it may be kept in CTU Depot workshop at bidder's risk and bidder will have to make replacement of these items within fifteen days from the date of inspection by committee failing which, the recovery equivalent to the amount of sub standard materials/other specifications materials will be made from the payment of bills.

8.10 The department reserve rights to purchase the tender material during contract period from other firm/source at the same rate in case of non supply of the material by successful bidder within the stipulated period. For this, the firm (successful bidder) is not entitled to claim for this action of the department.

8.11 The department reserves the right to modify/revoke the order/agreement at any point of time without assigning any reason.

9. TERMS OF PAYMENT.

9.1 The Payment will be made against physical satisfactory delivery of material in good conditions in the CTU store and duly checked and verified by the Inspection Committee of the Department.

9.2 All the documents/GRs must be sent direct to this office. The payment will be made through bank draft/RTGS within 45-60 days from the date of receipt of material in the CTU main Store.

10. PENALTIES.

10.1 The successful tenderers will be required to supply the items/materials at FOR Destination. In case of delay in the supply, the material will be purchased from the open market at the risk and cost of the tenderer and the expenses will be recovered from the tenderer in default.

10.2 If supply/material is rejected due to manufacturing defects, short supply, the tenderer shall lift the material at their own cost within 10 days otherwise Godown charges will be levied @ 10% of the value of the supply per day of delayed lifting of material.

10.3 The supply order will be placed as per monthly/quarterly requirement and supply will be made within two weeks otherwise penalty @ 1% per day of the value of the material will be levied for delay period. The Competent Authority may also forfeit the security in case of delay of the supply of more than one month without assigning any reason.

10.4 In case of failure of sample of the material in testing as per ASRTU specifications or in other specifications, the penalty will be imposed equalant to the value of the such supply order and the penalty amount will be recovered from the tenderer in default.

10.5 Withdrawal of offer of successful firm during period will result into forfeiture of earnest money/security.

10.6 In case bidder withdraws 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 1st.delivery schedule/do not submit Bank Guarantee, the EMD/security of the firm will be forfeited and other departmental penal action, as deemed fit, will also be taken.

10.7 The firm/bidder will liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009, dated 27.02.2009 on the following types of situations:-

i) Dishonest/fraudulent/sharp practices are indulged in by the party.

ii) Advancing a claim on the basis of forged documents.

iii) Sale or supply of spurious items and compromising public safety.

iv) Material concealment/suppression of facts or gross misrepresentation of facts.

v) Any other case or situation involving national security.

vi) On breach of any of the terms and conditions of this tender.

11. SETTLEMENT OF DISPUTE AND ARBITRATION-

11.1 Amicable Resolution

(a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved micably by the Parties and failing such the same shall be resolved in accordance with the procedure set forth in **sub-clause (b)** below.

(b) Either Party may require the Dispute to be referred to Transport Secretary, Union Territory, Chandigarh for amicable settlement. Upon such reference, both the Parties and the Transport Secretary or his nominee (who can be an employee of Chandigarh UT dealing with the Contract or otherwise) shall meet at the earliest mutual convenient and in any event within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

11.2 Arbitration-

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by Union Territory, Chandigarh, 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman will be the Transport Secretary, Chandigarh Administration, Chandigarh. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall be Chandigarh only.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The parties hereto hereby waive, to the extent permitted by Law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties here to agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said party.

(g) Performance during Arbitration

Pending the submission of and/ or decision on a dispute difference or claim or until the arbitral award is published the parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

12 <u>JURISDICTION</u>

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.

Sd/-
Divisional Manager, CTU &
Director Transport, UT,
Chandigarh.

CHANDIGARH TRANSPORT UNDERTAKING CHANDIGARH.

PERFORMA OF BID SUBMISSION

1. All the instructions contained in the Tender documents are important and required to be complied with.

2. In addition to uploading of scanned copies of all the requisite documents online as per Tender documents, the Bidder is also required to submit EMD physically in the office of Director Transport, UT, Chandigarh on or before the closing date of bid mentioned in the e-Tender Notice.

3. The Earnest Money Deposit of Rs.2,30,0,000/- (Rupees: Two Lac Thirty Thousand only) in the shape of Account Payee Demand Draft/FDR/Bank Guarantee from any of the Scheduled/Commercial banks, drawn in favour of the "**Director Transport, U.T. Chandigarh"** payable at Chandigarh. Earnest Money in any other form is not acceptable and the bid shall be liable to be treated as invalid.

4. Price Bid should be quoted in the **Electronic Formats only** i.e. the Financial Bid.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Reference page
1.	Name of the bidding manufacturer/firm and location of its office with complete address and Telephone/Email/Fax Nos. and complete details of the contact person.	
2.	Certificate of incorporation/registration/Manufacturer certificate issued by the Competent Authority.	
3.	Valid copy of Rate contract with the ASRTU, New Delhi for the tender materials	
3.	Self Attested copy of valid PAN/TAN and GST Nos. issued by the Competent Authority in respect of the bidder.	
4.	EMD of Rs.2,30,,000/- **(Rs. Two Lac Thirty Thousand only)** by way of Account Payee Demand Draft or Fixed Deposit Receipt (FDR) or Bank Guarantee in favour of **Director Transport, U.T., Chandigarh** payable at Chandigarh.	
5.	Undertaking of bidder accepting all the terms and conditions of the tender. (Annexure-B)	
6.	An affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer/bidding firm. (Annexure -C)	
7.	Latest test report of the tread rubber and its allied products issued from the Govt. approved laboratory/Competent Authority (during last one year).	
8.	Copy of balance sheet of annual turnover of **Rs.38 Lac (Rupees; Thirty Eight Lac Only)** for the last three preceding years ending 31.03.2019, 31.3.2020 and 31.3.2021 duly attested/audited by Chartered Accountant (CA) alongwith certificate of CA (Annexure-D).	
9	Copies of e-Tender documents/RFP duly signed by the authorized signatory.	
10.	Any other relevant information.	

Place. _____
Dated. _____

Signature of Tenderer _____
Full Name of the Tenderer _____
Address. _____
Mail ID. _____
Mobile No/Phone No._____

ANNEXURE-'B'

UNDERTAKING

1. I, Sh. _____ S/o Shri _____ undertake that I am competent to apply for the above said tender on behalf of M/s _____ _____

2. The terms and conditions of tender are accepted by me/us and I/We shall abide by the same.

3. The firm has no objection, in case the supplied materials is tested in any NABL accredited Govt. approved laboratory or CIRT Pune or any Govt/Govt approved agency for its quality check as per laid down specifications.

Signature

(With Stamp of the firm)

ANNEXURE-'C'

AFFIDAVIT

I/We (Name) _____ sole proprietor/ authorized signatory of the firm M/s _____ . do hereby declare and solemnly affirm:-

1. That the above named firm has/is not black-listed/debarred/prosecuted by the Chandigarh Administration/Govt. of India/Any State Govt./STU's/Any P.S.U's/court of law in the past.
2. That that the quoted rates in the tender are not more/higher than the rates already quoted anywhere in any State Transport Undertaking/any Govt. Organization/PSUs during last six months.

DEPONENT

Address _____

_____

_____

Mobile No._____

PAN NO._____

e-MAIL Address_____

GST No. _____

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and beliefs. No part of it, is false and nothing has been concealed therein.

DEPONENT

Dated:

(Note: - To be furnished on non judicial stamp paper of Rs.15/- duly attested by the Notary Public/Executive Magistrate 1st class).

ANNEXURE "D"

CERTIFICATE OF VERIFICATION FROM CHARTERED ACCOUNTANT

I/We hereby certify that the annual turnover furnished by M/s._____ for the last three years is as shown below and the annual turnover from the sale of Tread Rubber Material for procured retreading materials tyres. (Please indicate separately how much of this sale was made to STU's, if any). As detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Sr. No.	Financial Year	Turnover of the firm	Turnover on A/c of sale of Tread Rubber only
1.			
2.			
3.			
4.			

Chartered Accountant

(Signature with seal)

Membership No._____

Address_____

_____

_____