

**OFFICE OF THE DIVISIONAL MANAGER CTU & DIRECTOR TRANSPORT,
UNION TERRITORY; CHANDIGARH.**

No.SPA/CTU/2019/1483
Dated 05-02-2019

e-TENDER NOTICE.

The Chandigarh Transport Undertaking invites e-tenders (online tender) from the tyres manufacturing firms/OE supplier/ authorised distributor/dealer of manufacturing firm for tyres or OE supplier to any bus manufacturer for tyres for the purchase of various Types of Tyres sets, Tubes & Flaps for the buses of CTU, Chandigarh as per list **as Annexure-‘A’** to the tender documents available on the website i.e. ctuchd@nic.in & <http://chandigarh.gov.in> The prospective bidders can also be visit in the office of CTU during office hours on any working day by contacting General Manager, CTU-I (Mobile No. 07015765795), Asstt. Controller (F&A) (Mobile No.9815552432), CTU-II/Works Manager-I (Mob 7889090848)/Store Purchase Assistant (Mobile No.09417524603), or mail of ctuchd@nic.in CTU Administrative Block, Plot No. 701, Industrial Area, Phase I, Chandigarh for any kind of information with regard to the items. The tenderers are required to quote their landed rates (excluding all taxes/GST) for a period of 1 (one) year for each tender as per BOQ to the tender documents on the website.

The important dates for submission of e-tender is as under:-

1. Date and time of receiving the tender : **27-02-2019 upto 2.00 P.M**
2. Date and time of opening the tender (technical) : **27-02-2019 at 3.00 P.M.**
3. Bid security/ Earnest Money Deposit (EMD) : As per annexure-‘A’ for each tender in the shape of Bank Demand Draft/ FDR /Bank Guarantee from any scheduled bank in favour of Director Transport, UT, Chandigarh.
4. Date of Pre-Bid meeting : **14-02-2019 at 11.30 a.m.** in the office room of General Manager-I, CTU, Plot No. 701, Industrial Area, Phase I, Chandigarh.

The undersigned reserves 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,
U.T., Chandigarh.

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh having the fleet of 567 (approx) buses (make TATA/LEYLAND/SML/CORONA) which are plying on urban and sub urban routes of the Tricity Chandigarh, Panchkula and Mohali and interstate routes/long routes. The CTU intends to purchase the Tyre sets as per detail attached at annexure-A of this tender documents.

1. QUALIFICATION CRITERIA.

2.1 TECHNICAL QUALIFICATION CRITERIA:-

a) **The firm should fulfil any one of below mentioned eligibility criteria and the copy of the valid certificate must be submit with the technical bid online:-**

i) The firm should be manufacturing firm holding valid BIS certification IS:15636:2012 as notified in CMVR for tyres and tubes for tyres must conform to IS:13098 only and should have standard mark of BIS.

OR

ii) The firm should be O.E. suppliers to any bus manufacturer for tyres sets.

OR

iii) The firm should be authorized distributor or dealer of tyres manufacturing firm or OE supplier to any bus manufacturer for tyres (as above Sr No. (i) or (ii))

b) The tenderer will have to furnish an affidavit in physical form 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, scanned copy of the affidavit should be uploaded with the bid. 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.

c) The tenderer shall submit an affidavit in physical form 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/ Organisation. Scanned copy of the same should be uploaded online with the bid.

2.2 FINANCIAL QUALIFICATION CRITERIA:-

The bidder should have minimum annual turnover of Rs.2.00 crore (Rupees; Two crore only) in the last three preceding years ending 31.03.2016, 31.3.2017 and 31.3.2018. The bidder has to submit its documentary proof duly attested/audited by Chartered Accountant (CA) for the same alongwith the copy of valid ITR.

2. **BID CRITERIA:-**

(A) **TECHNICAL BID:** (As per clause 2.1 above).

(B) **FINANCIAL BID:-**

- i) The tenderer (s) should submit their price bid/financial bid online only as per the BOQ to the tender documents available on the website.
- ii) The tenderer will offer their landed rates for one Tyre (complete set) excluding all taxes, Govt. levies etc. as per BOQ on the website. The taxes/GST will be as applicable from time to time.
- iii) The tenders submitted directly by the manufacturers/OE supplier/Distributor/Dealer meeting eligibility criteria to quote the rates for tyres, tubes, flaps will only be considered.
- iv) The Financial 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.

(C) **Documents to be uploaded online with the bid:**

- i) Valid BIS certification IS:15636:2012 as notified in CMVR for tyres and tubes for tyres must conform to IS:13098 or documentary proof for O.E. suppliers to any bus manufacturer for tyres sets or authorization certificate for distributor/dealer of tyres manufacturing firm or OE supplier to any bus manufacturer for tyres. (As per clause 2.1 above)
- ii) Scanned copy of the EMD/bid security.
- iii) Tender documents duly signed each page by the bidder and stamp of the bidding firm.
- iv) Scanned copy of the affidavit as per clause 2.1 above.
- v) Self attested copy of valid PAN/TAN and GST No issued by the Competent Authority in respect of the bidder.
- vi) Undertaking on the company letter head with regard to supply of the material within delivery period against the Advance payment received (as per clause 9.3 below).
- vii) Copy of balance sheet/certificate of turnover duly attested by CA alongwith copy of valid ITR (as per clause 2.2 above).

3. **Submission of Bid**

Technical Bid and Financial Bid are to be uploaded separately online at <http://etenders.chd.nic.in/> using digital signature certificate and EMD in physical form should reach in CTU office before due date and time of tender as mentioned in the tender documents.

4. EVALUATION OF BID:-

The Tender shall be awarded to the tenderer, who quote the Lowest rate in the Financial Bid (excluding taxes/GST), provided he fulfils all other terms and conditions of the tender documents.

5. EARNEST MONEY DEPOSIT (EMD)

- 6.1 The prospective bidders shall be submitted Earnest Money Deposit (EMD) as mentioned in the **ANNEXURE-'A'** to the tender documents for each tender separately on or before the closing date of tender **i.e. 27-02-2019 up to 2.00 pm** in physical form in the shape of Bank Demand Draft/FDR/Bank Guarantee drawn on any scheduled Bank at Chandigarh in favour of Director Transport UT Chandigarh, Plot No. 701, Industrial Area Phase-I, Chandigarh and scanned copy of the same must submit with the technical bid online.
- 6.2 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.
- 6.3 The e-tender must be accompanied with Earnest Money Deposit (EMD) for the amount pertaining to the module as per annexure-A and drawn in the name of the Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh, payable at Chandigarh in the form of Fixed Deposit Receipt or Account Payee Demand Draft from any of the scheduled bank in an acceptable form, which should be valid for 180 days beyond the final bid validity.
- 6.4 Any Bid not accompanied with valid and required as per RFP/Tender Bid Security/EMD in the acceptable form will be rejected by the Purchaser considering it as non-responsive.
- 6.5 In case of successful bidders backs out, his/her earnest money 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.
- 6.6 No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.

6. PERFORMANCE SECURITY-

The successful bidder shall submit the performance security @ 10% 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.

7. GENERAL TERMS AND CONDITIONS:

- 8.1 The rates quoted should be F.O.R. destination (Excluding 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 taxes/GST will be as applicable from time to time.
- 8.2 Tender (Annual Rate Contract (ARC) shall be valid for one year from the date of issue of Letter of Acceptance (LOA) which can be extendable further 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% or as per actual requirement of the department during the contract period on the same rate and terms and conditions.**
- 8.5 The supply will be accepted directly from the successful bidder only.
- 8.6 The successful tenderer will not have any objection to the supplied materials (Tyre, Tube, &, flap) being tested in any NABL accredited Govt. approval laboratories or CIRT Pune for its quality check as per laid down specifications.
- 8.7 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.
- 8.8 Materials received with other than 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.
- 8.9 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.
- 8.10 The department reserves the right to modify/revoke the order/agreement at any point of time without assigning any reason.
- 8.11 The Firm/bidder should have capability to supply tendered quantities, during contract period.
- 8.12 The Technical Bid containing EMD and signed terms and conditions and other required documents shall be opened on the same day 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). In the event of the date of receipt or opening of technical & price bid being declared as a holiday for the CTU, the due date of opening of the tender will be the following day at the same time. After scrutiny of the information received in Technical Bid, clarifications, if any, where ever necessary, will be obtained from the party.
- 8.13 Incomplete / conditional tender or tender received without earnest money shall not be considered and liable to be rejected out rightly

- 8.14 The tenders received after the stipulated date and time shall not be entertained/opened.
- 8.15 The tenderers will be responsible to see that the tender is uploaded on or before the due date and time on website. No tender shall be accepted in physical form
- 8.16 Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.
- 8.17 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. in case of any query /clarification regarding e-tendering process (Ph. No. 0172-2679003 Extn.216).

8. 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
- 9.3 **The payment for the supply of the purchase order can be made in advance against Performa invoice only on demand and equivalent to the amount of performance security. It is made clear that the said advance payment shall not exceed to amount of performance security as deposited by the successful bidder in this tender., but the successful bidder shall submit an undertaking on their company letter head that the material of the advance payment shall be supplied to the CTU within 15 days from the date of receiving such advance payment**

9. PENALTIES.

- 10.1 The successful tenderers will be required to supply the tyres at FOR Destination as specified by the department. In case of delay in the supply, the tyres 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, 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 requirement only 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 Withdrawal of offer of finalized firm during this period will result into forfeiture of earnest money/security.
- 10.5 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 of

the firm will be forfeited and other departmental penal action, as deemed fit, will also be taken.

10.6 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-

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 amicably 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.

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.
- (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 judgement 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.

(a) 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. 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.

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

ANNEXURE-‘A’**LIST OF TYRE SETS AND ITS SPECIFICATIONS FOR THE USE OF CTU BUSES**

Sr. No.	Name of the Items/ Tyre set	Specifications (Any latest Specs)	Annual Requirement (Approx)	Earnest Money (Rs.) (EMD)
1.	Tyres 225 x75 x 17.5 14 PR Radial Tubeless	IS:15636;2012 IS:13098;2012 AS:64:80: MAY:2013	1000 Nos.	Rs.3,00,000/-
2.	235 x 75 x 17.5 (Radial Tubeless	IS:15636;2012 IS:13098;2012 AS:64:80: MAY:2013	500 Nos.	Rs.1,51,000/-

NOTE:- The quantity of the above tyre items are based on approximate requirement which can be Increased/decreased as per actual requirement of the Department /CTU from time to time.