

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

**No.SPA/CTU/2018/9623,**

**Dated 01-10-2018**

**e—TENDER NOTICE**

E-tenders (Online tenders) are invited for the purchase of Automotive Batteries for the use of buses of CTU, Chandigarh in two bid system i.e. Technical bid and Financial bid which are to be submitted separately as per tender documents. 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. 09815552432), CTU-II/Works Manager-I (Mob7889090848)/ Store Purchase Assistant (Mobile No. 09417524603), or mail Id [ctu-chd@nic.in](mailto:ctu-chd@nic.in) CTU Administrative Block, Plot No. 701, Industrial Area, Phase I, Chandigarh for any kind of information or clarification. The bidders are required to quote their rates landed rates excluding taxes/GST. The taxes shall be as applicable from time to time as per BOQ to the tender documents on the website. The detailed terms and conditions of the tender can be downloaded from the website of Chandigarh Administration i.e., <http://chandigarh.gov.in>. Or website <http://etenders.chd.nic.in/nicgep/app>.

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

1. Date and time of receiving the tender : **29-10-2018 upto 2.00 P.M**
2. Date and time of opening the tender (technical) : **29-10-2018 at 3.00 P.M.**
3. Earnest Money Deposit (EMD) : **Rs.1,00,000/-** in the shape of Bank Demand Draft/FDR/Bank Guarantee from any scheduled Bank in favour of Director Transport, UT, 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.



**CHANDIGARH TRANSPORT UNDERTAKING**

**O/o Director Transport UT, Chandigarh,  
Plot No.701, Industrial Area Phase-1, Chandigarh.**

**REQUEST FOR PROPOSAL/e-TENDER FOR THE PURCHASE OF  
AUTOMOTIVE BATTERIES FOR ASHOK LEYLAND, TATA, SML  
AND CORONA BUSES OF CTU CHANDIGARH.**

**1<sup>st</sup> October, 2018**

**Director,  
Chandigarh Transport Undertaking,  
O/o Director Transport UT, Chandigarh  
Plot No. 701, Industrial Area Phase-1,  
Chandigarh  
Tel No: 0172-2679002  
E-mail: [ctu-chd@nic.in](mailto:ctu-chd@nic.in)**

**CHANDIGARH TRANSPORT UNDERTAKING**

**O/o Director Transport UT, Chandigarh, Plot No. 701, Industrial Area Phase-1,  
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Tel No: 0172-2679002

E-mail: [ctu-chd@nic.in](mailto:ctu-chd@nic.in)

**REQUEST FOR PROPOSAL/e-TENDER FOR THE PURCHASE OF AUTOMOTIVE BATTERIES FOR  
ASHOK LEYLAND/TATA/SML/CORONA BUSES OF CTU, CHANDIGARH.**

**E-PROCUREMENT SYSTEM**

**Time Schedule for the bids:**

Bid Reference	:	SPA/CTU/2018/9623 Dated: 01-10-2018
Date of commencement of downloading of bid document	:	04-10-2018 at 11:00 am onwards
Pre-bid meeting	:	17-10-2018 at 11:30 am at the Office of General Manager-I, CTU, Chandigarh
Last date and time for bid submission/uploading of bid in e-procurement platform <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a>	:	29-10-2018 Up to 14:00 P.M.
Date and time of opening of technical bids	:	The bids will be opened online by the Authorized Officers on 29-10-2018 at 15:00 P.M.
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders
Place of opening of bids and address for communication	:	<b>Chandigarh Transport Undertaking</b> O/o Director Transport UT, Chandigarh Plot No. 701, Industrial Area Phase-1, Chandigarh

**Note:**

- (1) In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.
- (2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed to the **Director, CTU** in the manner described under Instructions to Bidders Section II of Bid Documents on or before the stipulated date & time.

## **SECTION -1**

### **DISCLAIMER**

This RFP is being issued by Divisional Manager, CTU & Director Transport, Union Territory, Chandigarh for inviting e-tenders for the purchase of automotive batteries for the buses of CTU, Chandigarh.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Chandigarh Transport undertaking to any party hereunder. The purpose of this RFP is to provide the bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidder may require. This RFP document may not be appropriate for all the persons, and it is not possible for Chandigarh Transport Undertaking to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Chandigarh Transport Undertaking and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

Chandigarh Transport Undertaking may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement in information in this RFP document.

## **ANNEXURE-‘A’**

### **1. About the Project and Scope of Project :-**

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 is intends to procure automotive batteries from time to time as per detail mentioned in Annexure-‘A’ for the use in the Buses. The approximate contract value of this tender is Rupees 35-40 Lakhs. The detail of the required batteries for one year is as under:-

Sr.No.	Name of the Battery/Item	Specifications	Approximate Requirement for one year
1	12 V Battery (Light Weight)	110 AH	100 Nos.
2.	12 V Battery (Light Weight)	100 AH	20 Nos.
3	12 V Battery (Light Weight)	150 AH	200 Nos.
4	12 V Battery (Light Weight)	180 AH	90 Nos.

**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.**

### **2. Eligibility Criteria:**

#### **2.1 TECHNICAL QUALIFICATION CRITERIA (supporting documents to be attached):-**

- i) The firm should be reputed manufacturing firm for the batteries and on rate contract approved by ASRTU, Delhi as per latest ASRTU specifications. The bidder must attach the copy of firm’s registration as manufacturer and copy of valid rate contract of ASRTU, Delhi.

**OR**

- ii) The firm should be OE supplier to any commercial vehicle manufacturer for the three preceding year ending on 31.3.2018 and holding valid TS-16949:2002 certification for manufacturing Batteries and AS:311 :69:JULY :2005, AS:62:68: DEC :2004, AS:347:67 :JULY :2004 or latest. The bidder must attach the copy of firm’s registration and copy of valid certificates and proof of OE supplier as referred above.

**OR**

- iii) The firm should be authorized dealer/distributor of any supplier as stated at i) & ii) above. The copy of the firm registration/ authorization certificate and valid TS certificate/manufacturing certificate as referred in clause i) and ii) above must be submitted with the technical bid online.

**2.2 FINANCIAL QUALIFICATION:** (supporting documents to be uploaded with technical bid).

- i) The bidder should have minimum annual turnover of **Rs.2.00 crore (Rupees. Two Crore only)** in the last balance sheet for each year in last three preceding years ending on 31.3.2016, 31.3.2017 and 31.3.2018 duly attested/audited by Chartered Accountant (CA).
- ii) ITR for last three financial years ending on 31.03.2016, 31.03.2017 & 31.03.2018 along with copy of PAN card and GST no. to be attached.

**3. Important Dates of Bidding:-**

- i) Last date for uploading technical bid:- **29-10-2018 up to 2.00 pm**
- ii) Date of Pre-bid meeting:- **17-10-2018 at 11.30 am** in the office of General Manager-I, CTU, Plot No.701, Industrial Areal, Phase-I, Chandigarh.
- iii) Date of opening of Financial Bid:- Will be separately intimated.

**4. BID SECURITY / EARNEST MONEY DEPOSIT (EMD) –**

- 4.1 The Bidder shall furnish separate Bid security (hereinafter also referred to as Earnest Money Deposit” (EMD) of **Rs.1,00,000/- (Rs.One Lakh, only)** as a part of this Bid. The bid security shall be sealed in a separate sealed envelope super scribed “Earnest Money Deposit” for Bid due on **29-10-2018 upto 14.00 hours** for the supply of automotive batteries for CTU buses to be deposited. The Earnest Money Deposit (EMD) with validity period of at least 180 days beyond the financial bids validity period should be in the form of “Bank Guarantee/Demand Draft/FDR” payable in favour of Divisional Manager, CTU, & Director Transport, Union Territory, Chandigarh payable /en-cashable at Chandigarh of any nationalized / Scheduled Commercial Bank, operating in India.
- 4.2 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.

**5. 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 under clause 3 above.

**6. BIDDING CRITERIA:-**

Bidders are required to quote their rates including landed rates (FOR Destination for a period of one year excluding taxes. The taxes shall be as applicable from time to time. **The contract will be awarded to the bidder whose rates are lowest (excluding all taxes).**

**7. EVALUATION OF BID:-**

**The Tender shall be awarded to the bidder, whose rates are Lowest rate in the Price Bid (excluding all taxes), provided he fulfills all other terms and conditions of the tender documents.**

**8. PAYMENT TERMS:-**

- 8.1 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.
- 8.2 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. DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDERS(S)**

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity period and / or within 15 days from the date of signing the agreement/Issue of Letter of Award with the successful bidder.

**10. DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)**

- 10.1 The bid security of the Successful Bidder(s) shall be discharged only after the Successful Bidder(s) furnishes the Contract Performance Security as required.
- 10.2 If the successful Bidder(s) fails to furnish the Contract Performance Security within the requisite period then the Bid Security shall be liable to be forfeited by the Purchaser.

## **11 BID VALIDITY .**

- 11.1 The bid shall remain valid and open for acceptance for a period of 180 days from the date of opening/downloading the technical bids of tender.
- 11.2 In exceptional circumstances prior to expiry of the original bid validity period, the Purchaser may request the Bidder for extension in the period of validity. A Bidder may refuse the request without becoming liable for forfeiture of EMD. However this bid may be rejected by the Purchaser on such refusal. Moreover, the bidder agreeing to the request will not be permitted to modify his Bid.

## **12. TERMS OF CONTRACT.**

Tender shall be valid 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.

## **13. PERFORMANCE SECURITY:**

The successful bidder shall submit the performance security @ 05% 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./1<sup>st</sup> supply order.

## **14. PENALTIES.**

- 14.1 The successful tenderers will be required to supply the items/materials at FOR Destination within 15 (fifteen) days from the date of issue of Purchase Order issued from time to time. 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.
- 14.2 If supply/material is rejected due to any 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.



- 14.3 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.
- 14.4 In case of failure of sample of the batteries in testing as per ASRTU weight chart or in other specifications, the penalty will be imposed equivalent to the value of the such supply order and the penalty amount will be recovered from the tenderer in default.
- 14.5 Withdrawal of offer of finalized firm during this period will result into forfeiture of earnest money/security.
- 14.6 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 1<sup>st</sup>.delivery schedule/do not submit Bank Guarantee, the EMD of the firm/bidder will be forfeited and other departmental penal action, as deemed fit, will also be taken.

## **15 GENERAL TERMS AND CONDITIONS:-**

- 15.1 The rates quoted should be F.O.R. destination, landed rate i.e. CTU Main Store, Workshop Depot No.1, Industrial Area, Phase-1, Chandigarh or the place specified by the office. The tenderer will offer their landed rates of each battery separately excluding all taxes/duties. The taxes/GST will be as applicable from time to time. The lowest bidder shall be decided on the basis of lowest rates quoted for each item separately.
- 15.2 **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.**
- 15.3 The supply will be accepted directly from the successful bidder only.
- 15.4 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 the tender clause-14 or as decided by Divisional Manager, CTU, & Director Transport, Union Territory, Chandigarh.
- 15.5 The successful bidder is liable to supply the material within 15 (fifteen) days from the date of issue of the Purchase Order issued from time to time.

- 15.6 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.
- 15.7 The Batteries supplied should be having a minimum guarantee of 24 month. In any premature of any automotive battery, the same will be inform to the firm for joint inspection of the premature failed battery and after the receipt of the complaint, the firm should settled the issue of premature failed reported battery, otherwise a recovery will be made from the payment of the firm/performance security without giving any notice.
- 15.8 The department is 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.
- 15.9 The department reserves the right to modify/revoke the order/agreement at any point of time without assigning any reason.
- 15.10 The Firm/bidder should have capability to supply tendered quantities, during contract period.
- 15.11 Incomplete / conditional tender or tender received without earnest money shall not be considered and liable to be rejected out rightly
- 15.12 The tenders received after the stipulated date and time shall not be entertained/ opened.
- 15.13 The tenderers will be responsible to see that the tender is uploaded on or before the due date and time on website
- 15.14 The tenders shall be opened in the presence of intending tenderers or their authorized representatives if they wish to be present at that time.
- 15.15 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 (Phone No. 0172-2679003).
- 15.16 Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.
- 15.17 The firm/bidder will liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No.1927-F&PO(3)-2009/1170, 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

## 16. SETTLEMENT OF DISPUTE AND ARBITRATION-

### 16.1 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.

### 16.2 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.

**17. 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-‘B’**

**UNDERTAKING BY THE BIDDER ON NON JUDICIAL STAMP PAPERS OF RS.15/-.**

1. I, Shri \_\_\_\_\_ S/o Shri \_\_\_\_\_  
\_\_\_\_\_ working as \_\_\_\_\_ of the firm namely  
M/s. \_\_\_\_\_ are duly authorized to apply for this  
Tender.
2. I, the undersigned, have read and understood the above detailed terms and  
conditions as well as Tender Notice and undertake to abide by them.
3. I under that the I/my firm/company has not been blacklisted/debarred/prosecuted  
by the Department of Govt. of India or any State Govt. or any Union Territory or  
any Public undertaking or any court of law.

Signature of the Tenderer/bidder  
Name of the Tenderer/bidder \_\_\_\_\_

Address \_\_\_\_\_

Tel No./Mob \_\_\_\_\_

Email I.D. \_\_\_\_\_

PAN/TAN No. \_\_\_\_\_

GST No. \_\_\_\_\_

**CHANDIGARH TRANSPORT UNDERTAKING  
CHANDIGARH.**

**IMPORTANT INSTRUCTIONS.**

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 on or before the closing date of bid mentioned in the e-Tender Notice.
3. The Earnest Money Deposit of **Rs.1,00,000/- (Rupees: One Lakh, 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	
2.	Certificate of manufacturer/registration/OE supplier to any commercial vehicle manufacturer/authorization certificate of the bidder issued by the Competent Authority as per tender documents clause-2.	
	Copy of valid Rate Contract as approved by ASRTU Delhi/Certification of manufacturing batteries valid TS:16949:2002, AS 311:69:July:2005, AS:62:68: Dec 2004, AS:347:67:July 2004 or latest issued by the Competent Authority (as applicable per tender documents clause-2.)	
3.	Attested copy of valid PAN/TAN and GST Nos. issued by the Competent Authority in respect of the bidder.	
4.	EMD of Rs.1,00,000/- Rs.One Lakh, only) by way of Account Payee Demand Draft or Fixed Deposit Receipt (FDR) or Bank Guarantee in favour of <b>Director Transport, U.T., Chandigarh</b> payable at Chandigarh.	
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 -B)	
8.	Copy of balance sheet of annual turnover of <b>Rs.2.00 Crore (Rupees; two Crore only)</b> each year for the last three preceding years ending on 31.3.2016, 31.3.2017 & 31.03.2018 duly attested/audited by Chartered Accountant (CA).	
9	Copies of e-Tender documents/RFP duly signed each page 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 \_\_\_\_\_