

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

**No. SPA/CTU/2019/5649
Dated: 11.06.2019**

E-TENDER NOTICE

The Chandigarh Transport Undertaking is inviting e-tender (online tender) from the Dealers/ Distributors who is authorized from SML ISUZU for the supply of spare parts of the SML Vehicles/ Buses for the CTU, Chandigarh. The prospective bidders can also be visit in the office of CTU during office hours on any working day by contacting General Manager, Asstt. Controller (F&A), CTU-II/Works Manager-I/Store Purchase Assistant (SPA) or mail Id ctu-chd@nic.in CTU Administrative Block, Plot No. 701, Industrial Area, Phase I, Chandigarh for any kind of information/ clarification with regard to the items.

1. Tenderers are required to quote their discount rates (in % percentage) for the supply of spare parts of SML Vehicles on the price list of SML/SML ISUZU including all Taxes/GST and landed rate as per BOQ for a period of 1 (one) year.
2. Each Tenderer must submit in physical form a demand draft/FDR/Bank Guarantee of **Rs. 1,50,000/- (Rupees: One Lakh, Fifty Thousand Only) as Earnest Money deposit (EMD)** drawn on any Scheduled bank at Chandigarh in favour of Divisional Manager CTU & Director Transport, U.T., Chandigarh in the office of Divisional manager, CTU & Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh on or before **03-07-2019 upto 14.00 hours.** Tenders without submission of Earnest Money Deposit through bank draft in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly.
3. 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 Tender documents completed in all respect duly signed must be uploaded on the above said website on or before **03-07-2019 upto 14:00 hours.** The technical bids will be opened on the same day at 15:00 hours. The financial bids of only those bidders will be opened who qualify the technical bids and the date for which will be intimated later on.
4. The undersigned reserves every right to accept/reject/cancel/withdraw/amend the advertisement or extend the due date at his sole discretion any tender without assigning any reason.

-sd/-

Divisional Manager CTU &
Director Transport,
U.T., Chandigarh.

ANNEXURE 'A'

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh having the fleet of 170 SML buses (80 AC and 90 Non-AC). These buses are plying on urban and sub urban routes in the Tricity Chandigarh Panchkula and Mohali and its neighbourer area. The CTU is required to purchase the spare parts for the repair of the SML Buses and is invited e-tender for the purchase of SML spare parts on the discount basis from the authorized dealers/ distributor of SML ISUZU on the price list of SML ISUZU. The approximate contract value of this tender is Rupees. 70-75 Lakhs. The bid documents should be submitted online through 'e-tender' portal (<http://www.etenders.chd.nic.in>).

2. Eligibility Criteria:

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

- a) The tenderer (s) should submit their tender in two parts i.e. i) Technical Bid (ii) Price Bid.
- b) The tenderer (s) should be authorized from the SML ISUZU for supply the spare parts of SML Buses. The copy of the firm registration/ authorization certificate must be submit with the technical bid online

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

- 2.2.1 The bidder should have minimum annual turnover of Rs. 25.00 Lakh (Rupees Twenty Five Lakh only) in the last balance sheet for the last three preceding years ending 31.3.2016, 31.3.2017 and 31.03.2018 duly attested/audited by Chartered Accountant (CA). The bidder has to submit its documentary proof for the same.
- 2.2.2 The bidder must attach the copy of valid ITR for the financial year 2015-16, 2016-17 and 2017-18 with the bid.

3 FINANCIAL BID:

- 3.1 The tenderer (s) should submit their financial bid online as per the BOQ to the tender documents available on the website.
- 3.2 The Price Bid will only be opened of those tenderers who technically qualify in the evaluation of their technical bids. For opening Price Bid, time and date will be intimated separately.

4 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.

5 EVALUATION OF BID:-

The Tender shall be awarded to the tenderer, who quote the highest offer of discount in percentage terms on the SML ISUZU Price List i.e., the spare parts for SML Buses in the Price/financial Bid, provided he fulfills all other terms and conditions of the tender document.

6 EARNEST MONEY DEPOSIT (EMD)

- i) The prospective bidders shall be submitted Earnest Money Deposit (EMD) amounting to **Rs. 1,50,000/- (Rupees One Lakh, Fifty Thousand Only)** in physical form in a sealed cover in the shape of Bank Draft drawn/FDR/Bank Guarantee on any scheduled Bank at Chandigarh in favour of Divisional Manager CTU & 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.
- 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, Plot No. 701, Industrial Area, Phase I, Chandigarh, payable at Chandigarh in the form of Fixed Deposit Receipt or Account Payee Demand Draft or Bank Guarantee from any of the scheduled 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 shall be forfeited along with interest thereupon and the bidder will be black listed 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 @ 05% of the total value of the contract within 30 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 in the name of the Director Transport, UT, Chandigarh, which should be valid for a period of 15 months from the date of Letter of Acceptance.

8 GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SPARE PARTS /OTHER MATERIALS FOR SML BUSES OF CTU .

1. The rates quoted should be F.O.R. destination including all taxes, levies etc. i.e. CTU Main Store, Depot No.1 Workshop, Industrial Area, Phase I, Chandigarh or the place specified by the office.
2. Only authorized dealers/distributors of SML ISUZU are eligible to participate this tender who are capable to supply the materials/spare parts of SML/SML ISUZU to the CTU as per requirement from time to time.
3. Materials/spares other than original fitted brand or with different specifications will not be accepted.

4. Standard quality material of specifications as per price list of M/s SML/SML ISUZU will only be accepted as approved by the Inspection Committee of the Department as constituted for the purpose.
5. 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.
6. All the documents/GRs must be sent direct to this office.
7. The requirements of spares are based on anticipated consumption and therefore quantity can be increased or decreased as per the actual monthly consumption basis. The supply order will be given from time to time on monthly/quarterly consumption basis.
8. The department reserves the right to accept or reject/return the material/spare parts (in part or all) as supplied by the firm against the purchase order as per actual requirement from time to time as the case may be.
9. 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.
10. The offer of tender will be valid for a period of 180 days from the date of opening of tender. Withdrawal of offer of finalized firm during this period will result into forfeiture of EMD/ Security, if any.
11. Payment will be made against physical delivery of material in good conditions in the store and duly checked and verified by the Inspection Committee.
12. Earnest money/performance security and/or any other sum of the tenderer(s) lying with the Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I,, Chandigarh in connection with any other tender/case shall not be considered/ adjusted against this tender.
13. Any conditional, telegraphic tenders, fax tenders, tender without earnest money deposit, tender not on the prescribed form or any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
14. This tender form is not transferable.
15. No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
16. The tenderer(s) should furnish the copy of PAN Card and GST registration certificate with the technical bid.
17. The tenderer(s) must submit the scanned copy of the affidavit/ undertaking with the technical bid online for non blacklisting of their firm/ company. Moreover the affidavit/ undertaking in original should be deposited in a sealed envelope to the office of Director Transport U.T. Chandigarh on or before closing the date of tender.
18. In case of violation of any of terms and conditions as mentioned above, performance security of the tenderer(s) shall be forfeited in full along with interest thereupon and the bidder will be black listed for any future contract as per Chandigarh Administration Finance Department Notification No. 1927-F&PO(3)-2009/1170, dated 27.02.2009 by the Director Transport, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh.

19. Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered at any circumstances.
20. The Technical Bid containing EMD and signed terms and conditions shall be opened on **03-07-2019 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).
21. The tenders received after the stipulated date and time shall not be entertained/opened.
22. The tenders can approach the Nodal Officer, e-tendering, CTU, Chandigarh on any working day between 9.00 am to 5.00 pm in case any query/clarification regarding e-tendering process (Phone No. 0172-2679003 extension 216) or HELPLINE No.0172-2740641 of Department of Information Technology, Chandigarh Administration, Sector 9-D, Chandigarh

9 TERMS OF THE PAYMENT

The payment for the supply of materials/spare parts will be made directly to the firm through bank draft/RTGS within 45-60 days from the date of receipt of material in CTU store.

10. TERMS OF CONTRACT.

Tender/contract shall be valid for one year from the date of issue of Letter of Acceptance (LOA) or till the time of CMC is done by this office whichever is earlier.

11. PANELTIES:

- i) In case of non-supply of the material or materials/spare parts received with other than desired specifications/ Sub standard materials, the Director Transport, CTU reserves the right to levy penalty as may be decided by the Director Transport, Chandigarh Transport Undertaking, Chandigarh.
- ii) In the event of failure for supply of the materials within the stipulated period i.e. 15 days from the date the purchase order, a penalty @ 1% (one percent) per day of the total value of items mentioned in purchase order shall be imposed from that date of default for non-supply of the spare parts. (Maximum up to 10% of the total value of the contract.) and the material in question will be purchased from the local market at the risk and cost of bidder

12. TERMINATION OF CONTRACT

The contract may be terminated on any of the following contingencies:-

- a) On the expiry of the contract period.

OR

- b) By giving notice of two months at any time during the currency of contract by the Director Transport, UT, Chandigarh in the interest of the department.

OR

- c) In case the services for supply of materials by the tenderer are not found satisfactory.

OR

- c) For committing breach of any of the terms and conditions of the contract by the tenderer;

OR

- d) For providing of inferior quality of services continuously for supplying the materials, the Director Transport, UT, Chandigarh reserves the right to cancel the contract.

OR

- e) In case penalty is imposed for more than 15 occasions on the tenderer on account of non supplying the material or supplying the sub standard material to the CTU, the tenderer is liable to be considered for cancellation of contract, forfeiture of performance security and blacklisting of the firm for further tendering.

13. SETTLEMENT OF DISPUTE AND ARBITRATION

13.1 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.

13.2 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. 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 tender.

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

UNDERTAKING/AFFIDAVIT OF THE BIDDER ON NON JUDICIAL STAMP PAPER OF Rs.15/- duly attested by the Notary Public or Executive Magistrate 1st Class.

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 or 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.

4. I hereby undertake that the rate quoted in this tender are not more than the market prevailing rate/price and the same are also applicable to other STUs.

Signature of the Tenderer

Name of the Tenderer _____

Address _____

Tel No. _____

Email I.D. _____

CHANDIGARH ADMINISTRATION
TRANSPORT DEPARTMENT,
U.T., CHANDIGARH.
IMPORTANT INSTRUCTIONS

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. Please ensure to produce the original documents such as EMD, Affidavit, Eligibility Documents and other necessary documents physically within the prescribed time limit.
3. The Earnest Money Deposit (EMD) in the form of Demand draft/Fixed Deposit Receipt/Bank Guarantee from any of the scheduled bank in an acceptable form, which should be valid for 180 days beyond the final bid validity period and drawn in the name of the Director Transport, U.T., Chandigarh payable at Chandigarh. Earnest Money in any other form is not acceptable and the tender shall be liable to be treated as invalid.
4. The EMD and affidavit should be submit in physical form in a sealed cover on or before the closing date of Bid mentioned in the Tender Notice.
5. Price Bid should be quoted in Electronic Format only.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	Name of the Registered firms/Companies/Proprietor, Location of its office with complete address both residential and permanent and Telephone/Fax Nos. given or not ?	Yes/No
2.	Whether the Bid Guarantee (Earnest Money Deposit) of the requisite amount mentioned in the tender documents has been attached or not ?	Yes/No
3.	Whether the Technical bid has been attached and Price Bid quoted in Electronic Format or not?	Yes/No
4.	Whether 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/firm has been attached or not ?	Yes/No
5.	Whether attested copy of PAN/TAN No./GST registration certificate issued by the competent authority has been attached or not ?	Yes/No
6.	Whether an self attested copy of authorization certificate of dealership/distributorship issued from M/s SML ISUZU for the supply of spare parts for SML vehicle/buses, have been attached or not ?	Yes/No
7.	Whether a copy of the audited trading, Profit & Loss account with Balance Sheet showing minimum annual turnover of Rs. 25.00 lakh for the last three years preceding to the current financial year with copy of valid ITR, have been submitted On-line?	Yes/No
8.	Any other relevant information.	Yes/No

Place: _____

Signature of Tenderer_____

Dated: _____

Full Name of the Tenderer_____

Address_____
