

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

No. Nazir/CTU/2018/12090

Dated, Chandigarh the 31.12.2018

E-TENDER NOTICE

The Chandigarh Transport Undertaking invites online tender in two parts i.e. Technical Bid and Price Bid from the firms/Companies/Manufacturers for providing the stainless steel sitting bench/chairs with fitting for CTU, Chandigarh. (As per specification at **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 the office of CTU during office hours on any working day by contacting General Manager-I & II, Asstt. Controller (F&A)/Nazir or mail Id ctu-chd@nic.in of CTU, 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 excluding all taxes/GST 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 Publishing receiving the tender : **02.01.2019 upto 2.00 P.M**
2. Date and time of opening the tender (technical): **24.01.2019 at 3.00 P.M.**
3. Pre Bid Meeting : **12.01.2019 at 11.30 A.M** in the Office room of General Manager I CTU, Plot No. 701, Ind Area Ph-I, Chandigarh.
4. Earnest Money Deposit (EMD) : **Rs.10,000/-** 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.

1. **Scope of work:-**

The Chandigarh Transport Undertaking (CTU), Chandigarh is having two Inter State Bus Terminus i.e. ISBT, Sector-17 and ISBT, Sector-43, Chandigarh and intends to purchase the stainless steel bench for the facilities of General Public as per quantity and detailed technical specification as mentioned herein. The CTU invites e-tender for purchase the same.

2. **QUALIFICATION CRITERIA.**

The tenderer (s) should submit their tender in two parts i.e. i) Technical Bid (ii) Financial Bid.

2.1 **TECHNICAL QUALIFICATION CRITERIA:-**

2.1.1 **The firm should be manufacturer or authorized distributor/dealer for the stainless steel bench/chairs. The copy of the certificate must be submit with the technical bid online.**

2.1.2 The bidder must have BIFMA certification and copy of the same must attach with the technical bid online.

2.1.3 The bidder must be equipped with laser cutting machine to attain precision and quality finishing in the product. Documentary proof must attach with the bid.

2.1.4 The bidder should have a whole range of high quality product, materials and meets standards. Proof may be attached with the technical bid.

2.1.5 The bidder must have supplied/installed similar type of 50 nos stainless steel bench/chairs to any STUs/PSU/Organization/Corpn in the last three years as on 31.3.2018 in single or multiple orders. The bidder has to attach the performance certificate with copy of purchase order.

2.2 **FINANCIAL QUALIFICATION CRITERIA:-**

The bidder should have minimum average annual turnover of **Rs.50.00 Lakh (Rupees; Fifteen Lakh only)** in the last three preceding years ending 31.3.2016 and 31.3.2017 and 31.3.2018. Copy of certificate duly attested/audited by Chartered Accountant (CA) with copy of valid ITR must attach with the bid online.

3.0 **DOCUMENTS TO BE ATTACHED WITH THE BID:-**

3.1 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 and the firm has not blacklisted/debarred/prosecuted in the past in the field by Central Govt./any state Govt./PSU/STU/Organization.

3.2 The copy of firm registration as manufacturer for the stainless steel sitting benches/chairs. In case of authorized dealers/distributors, they must attach the Certificate of dealership/distributorship issued by the Company/Manufacturer for which the sitting benches are to be supplied (as per clause 2.1.1). Tender received without authorization Certificate of concerned company shall not be considered and rejected out-rightly.

- 3.3 Copy of performance certificate of supply made alongwith copy of purchase orders of benches already supplied (as per clause 2.1.5)
- 3.4 Copy of BIFMA certification issued by the Competent Authority.
- 3.5 Documentary proof of laser cutting machine to attain precision and quality finishing in the product and whole range of high quality product, materials and meets standards.
- 3.6 Copy of PAN Card.
- 3.7 Copy of GST number Registration.
- 3.8 Copy of turnover certificate duly attested by CA alongwith copy of valid ITR. (as per clause 2.2.1)
- 3.9 Scanned copy of EMD.
- 3.10 Each page containing terms and conditions of the tender duly signed by tenderer with stamp of firm.

4.0 BID SUBMISSION:-

4.1 TECHNICAL BID:- All documents mentioned under clause 3.0 be submitted duly signed by the bidder.

4.2 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 for 36 nos. stainless steel bench/chairs excluding all taxes, Govt. levies etc. as per BOQ. The taxes/GST will be as applicable from time to time.
- c) The Price Bid will only be opened of those bidders who will technically qualify during evaluation of their technical bids. For opening Financial Bid, the time and date will be intimated separately.

5.0 EVALUATION OF BID:-

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

6.0 EARNEST MONEY DEPOSIT (EMD).

- i) The prospective bidders shall be submitted Earnest Money Deposit (EMD) amounting to **Rs.10,000/- (Rupees: Ten 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. 24.01.2019 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, 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 returned 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 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 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 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.

7.0 GENERAL TERMS AND CONDITIONS

- 7.1 The rates quoted should be F.O.R. destination i.e. of Director Transport UT Chandigarh, or the place designated by this office, which must include installation and commissioning of the sitting benches/chairs alongwith required civil work/items as per site requirement excluding taxes (complete job). The GST will be paid as applicable.
- 7.2 The work should be started by the successful bidder within 07 days from the date of the LOA issued by this office, otherwise penalty will be imposed as per the penalty clauses.
- 7.3 All the documents/GRs must be sent directly to this office.
- 7.5 The offer of tender will be valid for a period of 180 days from the date of opening of tender.
- 7.8 The department 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.
- 7.9 The Firm/bidder should have capability to supply tendered quantities.
- 7.10 **The quantity of the sitting benches/chairs are based on approximate requirement which can be increased/ decreased as per actual requirement of the Department/CTU. But the payment will be paid as per actual purchase of benches.**
- 7.11 The Technical Bid shall be opened **on the same day at 3.00 PM (date as mentioned in the tender notice)** 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.
- 7.12 Incomplete/conditional tender or tender received without earnest money shall not be considered and liable to be rejected out rightly
- 7.13 The tenders received after the stipulated date and time shall not be entertained/opened.
- 7.14 The tenderers will be responsible to see that the tender is uploaded on or before the due date and time on website
- 7.15 Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.
- 7.16 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).

8.0 TIME PERIOD:

- 8.1 **The successful bidder is liable to install and commissioning the stainless steel sitting benches within one month from the date of issue of Letter of Acceptance/ PO, failing which, the same will be purchased/arranged from the other sources at the risk/cost of the successful bidder.**

9.0 TERMS OF PAYMENT.

- 9.1 The Payment will be made against satisfactory commissioning of the sitting benches in good conditions in the CTU units and duly checked and verified the system by the Inspection Committee of the Department.

10. WARRANTY.

- 10.1 The successful bidder shall have to give the warranty of sitting benches/chairs including its all parts for a period of minimum one year from the date of commissioning the benches.
- 10.2 The successful bidder shall attend any type of repair/defect of the benches immediately after getting complaint call from the department and will get it repair as free of cost and without any charges during the warranty period.

11. PENALTIES.

- 11.1 The successful bidder shall start the work for installation of stainless steel sitting benches within 7 days from the date of issuance of work order/LOA, otherwise bidder will be penalized @ 1% of the total value of the contract up to 3 (three) weeks, thereafter this office will be liberty to forfeit the performance security of the bidder.
- 11.2 The work should be completed within one month from the date of placing the work order/LOA, failing which penalty @ of 2% of the total contract value upto three week will be imposed and thereafter this office will be liberty to forfeit the performance security of the bidder.
- 11.3 The successful bidder shall rectify the defect immediately after getting the complaint from the department during the warranty period. If any defect is not rectified within 2 (two) days from the date of complaint, penalty will be imposed @ Rs.1000/- per day maximum upto 7 (seven) days and thereafter, the performance security will be forfeited.
- 11.4 In case of non-submission of the performance security within 15 days, the entire amount of EMD may stand forfeited and Letter of Bid Acceptance stand cancelled.
- 11.5 Un-standard material/item for the benches will be returned at bidder's risk and cost or it may be kept in our depot workshop/unit at bidder's risk and bidder will have to make replacement of these items within seven days, failing which, the recovery will be made from the payment of bills
- 11.6 In case, the successful bidder backs out or fails to install and commissioning the sitting benches in the stipulated period, the Earnest Money Deposit/security performance shall be forfeited and the bidder shall also be blacklisted for any future contract as per Chandigarh Administration, Finance Department Notification No.1927-F&PO (3)-2009 dated 27.2.2009 and 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 the tender.

12. **PERFORMANCE SECURITY-**

The successful bidder shall submit the performance security @ 10% of the total value of the contract within seven 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 only in an acceptable form in favour of the Director Transport, UT, Chandigarh, which should be valid for a period of 15 months from the date of Letter of Acceptance.

13. **SIGNING OF AGREEMENT.**

The successful bidder shall submit the agreement duly signed by authorized signatory on non judicial stamp paper of Rs.100/- for supply, installation and commissioning stainless steel sitting benches by abiding all the terms and conditions of the contract/tender.

14. **SETTLEMENT OF DISPUTE AND ARBITRATION-**

14.1 **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.

14.2 **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

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.

15. 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.

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Divisional Manager, CTU &
Director Transport, UT,
Chandigarh.

ANNEXURE - 'A'

Technical specifications and material to be used for the Stainless Steel sitting Bench/chair for CTU Units/ISBTs. to be fixed in floor with.

Sr. No.	Parts to be used for the bench/chair	Types of material to be used for the bench/chair	Types of bench/chair	Quantity Required
1.	Base Seat + Back seat in Single Piece	1.2 mm Thickness Perforated Cold Rolled Steel Powder Coated	Two seater	02
			Three seater	29
			Four seater	05
			Total	36
2	Beam Base Frame	2 mm Thickness perforated cold Rolled steel Duly powder coated		
3	Support Legs Beam	1.2 mm Thickness perforated cold Rolled Steel Duly Powder Coated		
4.	Arm Rest	1.2mm Thickness Perforated Cold Rolled Steel Duly Powder Coated		
5.	SPECIFICATIONS (all dimension in mm)			
i)	Maximum height (from floor)	770		
ii)	Maximum height from floor to base seat	400 ± 5		
iii)	Total width	1740 ± 5		
	<u>Arm Rest</u>			
i)	Height from Floor	595 ± 5		
ii)	Handle in	1660 ± 5		
iii)	Handle out	1740 ± 5		
	<u>Base Frame</u>			
i)	Width Support Leg	560 ± 5		
Sr.No	Model No	Specification		
1)	Stainless steel sitting bench two seater	Supplying & placing two bench. The seat shall be made up of high quality cold rolled MS perforated sheet of 1.2mm thick, pressed and welded to form the shape. The seat and back electrostatically coated with epoxy powder and then cured under heat to allow to form a skin. The seat shall thick. The base structure shall be supported by ms powder coated with 50-60u(DFT). The bench should be individually grouted to the floor by expandable fasteners in single frame or could be on common frame with surface fixing bolts and tamper-resistant cover caps. The individual seat size shall be 440±10 mm (D) x500±10mm (H) from ground and back size shall be 500±10 mm (w) x400±10 mm (H) from seat. Overall height shall be =775±10 mm, overall depth = 710±10mm & overall width = 1180±10mm.		

2)	Stainless steel sitting bench three seater	Supplying & piacing three seater bench. The seat and back shall be made up of high quality cold rolled MS perforated sheet of 1.2 mm thick, pressed and welded to form the shape. The seat and back electrostatically coated with epoxy powder and then cured under heat to allow it to form a skin. The seat shall be supported on CRCA powder coated beam in rectangle shape with 2mm thick. The armrest shall be made up of mild steel powder coated tube with 1.2 mm thick, the base structure shall be supported by MS powder coated with 50-60u (DET). The bench should be individually grouted to the floor by expendable fasteners in single frame or could be on common frame with surface fixing bolts and temper-resistant cover caps. The individual seat size shall be $440_{\pm 10}$ mm(D)X $500_{\pm 10}$ mm(W) & $405_{\pm 10}$ mm(H) from ground and back size shall be 500_{\pm} mm(W) X 400_{\pm} mm(H) from seat. Overall height shall be = $775_{\pm 10}$ mm, overall depth = 710_{\pm} mm & overall width = 1765_{\pm} mm.
3)	Stainless steel sitting bench four seater	Supplying & placing four seater bench. The seat and back shall be made of high quality cold rolled MS perforated sheet of 1.2mm thick, pressed and welded to form the shape. The seat and back electrostatically coated with epoxy powder and then cured under heat to allow it to form a skin. The seat shall be supported on CRCA powder coated beam in rectangle shape with 2mm thick. The armrest shall be made up of mild steel powder coated with 1.2mm thick sheet. The base structure shall be supported by MS powder coated with 50-60u (DFT). The bench should be individually grouted to the floor by expendable fasteners in single frame or could be on common frame with surface fixing bolts and tamper-resistant cover caps. The individually seat size shall be = $440_{\pm 10}$ mm(D) X $500_{\pm 10}$ mm(W) & $405_{\pm 10}$ mm(H) from ground and back size shall be $500_{\pm 10}$ mm(W) from seat. Overall height shall be = $775_{\pm 10}$ mm, overall depth = $710_{\pm 10}$ mm & overall width = $2325_{\pm 10}$ mm

NOTE:- The quantity of the above said benches, its sizes and material are based on approximate requirement which can be increased/ decreased as per actual requirement of the Department/CTU.

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 undertake 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 department/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 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 90 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

Sr. No.	Description/documents to be attached	Page No.
1.	Name of the firms/Companies/Engineers, Location of its office with complete address both residential and permanent and Telephone/Fax Nos. given or not ?	
2.	Whether a copy of certificate of registration of firm /Companies issued by the competent authority has been attached or not ?	
3.	Whether a copy of BIFMA certification issued by the competent authority has been attached or not ?	
4.	Whether the Bid Security (Earnest Money Deposit) of the requisite amount mentioned in the tender documents has been attached or not ?	
5.	Whether the Technical bid has been attached and Price Bid quoted in Electronic Format or not?	
6.	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 ? (As per sample in the tender documents)	
7.	Whether attested copy of PAN/TAN No./GST registration certificate or other relevant certificate issued by the competent authority has been attached or not ?	
8.	Whether a copy of certificate of the audited trading, Profit & Loss account/Balance Sheet showing minimum annual turnover of Rs.10.00 Lakh for the last three years preceding to the current financial year, have been submitted On-line?	
9.	Any other relevant information.	

Place: _____
Dated: _____

Signature of Tenderer _____
Full Name of the Tenderer _____
Address _____

Mail ID _____
Mobile No. _____