### State Transport Commissioner, Punjab, Chandigarh

### E-Tender/Traffic Equip/2019/01

### SCO 177-178, Sector-17-C, Chandigarh-160001

Notice Inviting E-Tender

#### E-Tender Notice No.1/2019

State Transport Commissioner, Punjab, Chandigarh, invites online e-Tender for the Purchase of the following items through Tender Committee for purchase of traffic equipments:-

S.No.	Name of Items	Earnest Money (in Rupees)
1.	Traffic Barricades	3,00,000
2.	Car Body Cutter	80,000

Bidders shall deposit a Tender Fee of Rs. 500/- (non-refundable) only through online mode as provided in the <u>GePNIC portal https://eproc.punjab.gov.in.</u>

For participating in the above e-tendering process, the Bidders shall have to get themselves registered with <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> and get user ID, Password. Class-3 Digital Signature is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process flow, please contact us on (Phone No.) **0172-2970263**, **2970284**.

# E- TENDER FOR SUPPLY OF TRAFFIC EQUIPMENT INDEX

# (Bids only through e-tender will be accepted. Bidders are requested to attach Only relevant documents with the technical bid).

Sr. No.		Description	Page No.
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5.	Annexure C-3	Guarantee	
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#### **IMPORTANT DATES**

1.	Date of issue of e-tender	20-09-2019
2.	Last date for acceptance of e-Tender	14-10-2019 at 5.00 PM
3.	Opening Technical Bids and evaluation thereafter	16-10-2019 at 11.00 AM

**Contact Address:** 

State Transport Commissioner, Punjab Office at SCO 177-178, Sec 17-C, Chandigarh Office Phone No. 0172-2771183.

# CHAPTER – 1 INSTRUCTIONS TO BIDDERS

# Read carefully before applying through e-Tendering process:

#### 1. General

- 1.1 The e-tender is floated through the e-tendering process and only e-bids shall be accepted. Bids are invited in two bid systems, i.e. Technical Bid and Financial Bid. Firms/Companies/OEMs/Fabricators manufacturing the required Traffic equipment or their authorized dealers may only apply. Bidders shall submit sample of Traffic Barricade along with the Technical Bid.
- 1.2 Firms/Companies/OEMs/Fabricators are advised to study the document thoroughly. Submission of Technical Bids and Financial Bids shall be deemed to have been done after careful study and examination of the Technical Bid and Financial Bid document with full understanding of its implications.
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract. No request for the change of price or time schedule of delivery of material shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 1.4 The Standing Purchase Committee reserves the right to relax any terms & conditions in govt. interest.
- 1.5 No conditional/optional bid shall be accepted and bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.
- 1.6 Sample of the quoted items of the successful bidder(s) shall be retained by the department as a control sample.
- 1.7 The bidder shall be responsible to provide items at PAP, Jalandhar Cantt., Punjab.
- 1.8 All equipments must conform to the applicable rules and laws of the State Govt., Govt. of India.
- 1.9 Bidder must upload a signed copy of the tender document with seal/stamp of the firm/company.
- 1.10 Department holds the right to cancel the tender at any time due to any reason.
- 1.11 Bidder shall deposit a processing fee as mention in the portal through online mode only.

#### 2. Schedule of E-Tender:

Details of items to be purchased are as under:-

S.No.	Name of Items	Approximate quantity to be purchased
1.	Traffic Barricades	1000
2.	Car Body Cutter	02

- 2.1 The E-Tender shall be uploaded on the GePNIC portal https://eproc.punjab.gov.in.
- 2.2 Bidders shall submit sample of **Traffic Barricade** along with the Technical Bid. Sample can be deposited in person by the bidding firms/companies/OEMs/Fabricators at the address mentioned below on any working day between **09:00-17:00 hrs**:

#### Item No.-1 at Plot no.30-31, Ram Darbar, Industrial Area, Phase-II, Chandigarh

- **2.3** Sample should reach the above address on or before opening of the technical bids on the appointed date and time.
- 2.4 The Technical bids will be opened in the office of State Transport Commissioner, Punjab SCO 177-178, Sec-17-C, Chandigarh (Phone No. 0172-2771183).
- 2.5 Evaluation of samples shall be conducted post opening of the Technical Bids.
- 2.6 After evaluation of the Technical Bids, along with documents as proof submitted by the vendors, the short-listed Bidders will be intimated online regarding evaluation of the samples as per technical specifications. The decision of the committee on suitability of the offer shall be final and shall not be open for discussion.
- 2.7 Financial bids of the short-listed Bidders will be opened and bidders will be intimated online about the date and time of opening of bids.
- **2.8** Purchaser reserves the right to vary the quantity of material at the time of placement of Supply Order/Signing of Contract.
- **Tolerance Clause**: Purchaser reserves the right & place additional orders at the same rates within 12 months of placing of purchase order.
- 2.10 The Purchaser reserves the right to accept any bid and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.

### 3. Bidder Qualification:

- 3.1 The bidder must be in business from at least past three years. In this regard, it must submit supporting documents along with technical of incorporation, Tax returns of business, balance sheets, Profit & loss accounts etc.
- 3.2 The average annual turnover of the bidder for last 3 financial years must be at least Rs. 1 Crore. Documents regarding turnover should be certified from Chartered Accountant and should be up-loaded along with technical bid.

# 4. Earnest Money:-

**4.1** Earnest Money amount shall be payable as below:-

S.No.	Name of Items	Approximate quantity to be purchased(Nos.)	Earnest Money Payable (Rupees)
1.	Traffic Barricades	1000	3,00,000
2.	Car Body Cutter	02	80,000

- 4.2 Bidders shall deposit the Earnest Money only through online mode as provided in the GePNIC portal https://eproc.punjab.gov.in.
- 4.3 No interest will be payable on the Earnest Money by the Purchaser.
- **4.4** The Earnest Money may be forfeited:
  - a) If a Bidder withdraws his bid during the period of bid validity; or
  - b) In the case of the finally selected Bidder, if the Bidder fails;
    - i. To sign the Contract in accordance Clause 1 of Chapter-2; or
  - ii. To furnish Contract Performance Security in accordance with Clause 2 of Chapter-2; or
  - iii. If at any stage any of the information/declaration is found false.
- **4.5** Earnest Money in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to Clause 1 of Chapter-2 and furnishing the Contract Performance Security, pursuant to Clause 2 of Chapter-2.
- 4.6 The bidder(s) must use the exemption option as provided on GePNIC portal during the online bid submission process, in case the tender is being quoted item-wise. A bidder has to pay the whole amount of EMD, as mentioned on portal, in case the exemption option is not used/applicable. In case of any clarification/difficulty during this process, the GePNIC help desk may be contacted at 0172-2970263, 2970284.

### 5. Period of Validity of Bids:

Bids shall remain valid for 12 (Twelve) calendar months from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

### **6. Registration for GST/Taxation Department:**

The bidders should have their firm/company registered with the GST (as applicable) Department and shall furnish copies of the testimonials with their Technical Bid.

## 7. Terms and conditions of Tendering Firms/companies:

- **7.1** Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- 7.2 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
- 7.3 Bidder must state categorically whether or not his offer conforms to the requirement given in Chapter 4. Bidder must clearly specify the deviation in the bid. No alteration suggested by the vendor will be accepted.
- **7.4** Bidder must understand that the L-1 bidder have to supply the required material within the time frame mentioned in the E-Tender Document.

7.5 The bidder must be original manufacturer or its authorized dealer of the product. In case the bidder is authorized dealer then must submit an authorization letter along with technical bid.

#### 8. Bid Requirements:

- 8.1 The Successful Bidder(s) shall be required to furnish Contract Performance Security of 10% of the Contract Value in the shape of Fixed Deposit Receipt (FDR) in the name of "Deputy Controller, (F&A) o/o State Transport Commissioner, Punjab, Chandigarh". Performance Security (Security Deposit) has to be obtained from any successful bidder irrespective of its registration status. The FDR shall be returned by with the intend credit by the bank on it to the bidder at the end of the Guarantee or Warranty period of the respective item.
- 8.2 Bidders must submit a list of their owners, partners, etc. and a affidavit to the effect that the firm/company is neither blacklisted by any Government Department nor any criminal case is registered against the firm/company or its owner(s) or partners or director(s) anywhere in India. The firms/companies blacklisted by any Govt. Department, shall not be considered for this tender.
- **8.3** Bids submitted without depositing Tender Fee and Earnest Money will be rejected.
- **8.4** Bids will only be accepted through e-tendering process. Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected.

#### 9. Bid Prices:

- 9.1 The Bidder shall mention the item-wise unit price including GST (as applicable) and any other incidental expenses as per the format provided in the GePNIC portal. The bidder shall be selected on the basis of total price inclusive any taxes and charges if any.
- 9.2 The Purchaser will make all payments, under this contract, in Indian rupees.
- **9.3** After opening of the price bid, no clarifications whatsoever shall be entertained by the Standing Purchase Committee.

### 10. Guarantee/Warranty:

- 10.1 The material to be supplied by the bidder may be got tested from any approved laboratory. If any deviation is found during the test, the entire amount of EMD will be forfeited and the firm/company may be black listed.
- **10.2** Any nominated departmental committee of the department can visit the site to inspect the material.

#### 11. Contents of Bid:

The Bids prepared by the Bidder shall comprise of the following two components:-

A) Technical Bid shall be comprising of the following and to be filled on online.

- i. Bidders Particulars.
- ii. Bid Form.
- iii. EMD to be deposited as prescribed.
- iv. Test Report, if any.
- v. Copies of GST (as applicable) Registration.
- vi. Guarantee as per tender Annexure C-3.
- vii. Certificate regarding turnover as required in Para 3.3.
- viii. Sample of the quoted items.
- B) Financial Bid in accordance with the formats provided for the BoQ (Bill of Quantity).

#### 12. Procedure for Submission of Bids:

- **a.** Only Bids received through e-tendering will be accepted. Same may be accessed at <a href="https://eproc.punjab.gov.in.">https://eproc.punjab.gov.in.</a>
- **b.** Sample of quoted items may be deposited as per process mentioned at Para 2.2, 2.5 and 2.6 above.

#### **CHAPTER - 2**

#### CONDITIONS OF CONTRACT

#### 1. Award of Contract:

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 14 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected Bidder shall bring along with him, the power of attorney, the contract performance security and common seal etc. for signing the contract.

### 2. Contract Performance Security:

- 2.1 The Contract Performance Security will be in the name of the **Deputy Controller (F&A)**, o/o State Transport Commissioner, Punjab.
- 2.2 The Contract Performance Security should be valid for a period of one year from the date of placing supply order to the bidder.
- 2.3 In the event of delay in supply of material as required in the E- tender document the Bidder shall, at the request of the Purchaser, extend the validity of the Contract Performance Security so as to cover the warranty period.
- **3. Payment Schedule:** 90% payment will be released to the bidder after delivery & Inspection of material and balance 10% payment will be released within one month after the successful completion of the supply order as per NIT Specifications.
  - **3.1** No advance payment shall be made.
- **4. Delivery:** The successful bidder shall have to supply the goods within 90 days of the issue of supply order. Delivery of goods shall be made at as mentioned above (1.7). The cost of complete delivery of goods i.e. transportation cost and transit insurance (if any) shall be born by the successful bidder. In case of delay in the supply of goods beyond 90 days, penalty @1% of the value of the contract would be imposed per month or part of month on undelivered material.
  - 4.1 No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period by the Indenting Officer.
  - 4.2 The Indenting Officer will allow extension on the request of the supplier by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to Government.
  - 4.3 On the failure of the supplier to make supply within the extended period, risk purchase at the cost of supplier will be made by the department. The difference of exceeds of cost thus incurred will be recovered from the supplier in a suitable manner, and even from his

pending bills, earnest money or security whichever is available. This procedure will be adopted after sending registered notice to the supplier to supply stores within 15 days.

**5.** All documents submitted by the bidders should be attested by the authorized person of the bidder.

### 6. Test Report and Inspection of Tests:

- 6.1 Inspection of the material supply: On receipt of the material, inspection will be carried out by a nominated committee of the department and only those material will be accepted, which match with the specification given in the NIT and are strictly according to the approved sample. Rejected material will have to be removed by the bidder, failing, which department shall have no responsibility for its safe keep.
- 6.2 The Delivery of material is not deemed to have been completed unless all the material is inspected and accepted by the Purchaser.

#### 7. Guarantee/Warrantee:

- 7.1 The Supplier shall provide comprehensive Manufacture Guarantee/ Warranty for any manufacturing defect in the material as per technical specification in given Draft Notice Inviting Tender (DNIT).
- 7.2 If the Supplier fails to replace the defective Traffic Equipment, the Purchaser will deduct the cost from the contract performance security.

#### 8. GST clearance Certificate should be enclosed.

- **9. Force Majeure:** The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.
- **10**. **Waiver:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
- 11. Assignability: Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- **12**. **Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
- 14. Governing Law: This Contract including the Contract Documents shall be governed by and constructed in accordance with the laws of India and the Chandigarh Courts shall have jurisdiction in this regard.

#### 15. Termination for Default:

- 15.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this contract in whole or in part:
  - (i) If the Supplier fails to deliver the material as required in Chapter 4 within the time period(s) specified in the Contract; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 15.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 15.3 On termination of the Contract for default, action will be taken to black list the Supplier.
- **16. Termination for Convenience:** The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 17. Resolution of Disputes: If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party than save in so far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has finally decided accordingly of whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Punjab Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

# Annexure C – 1

# **BIDDER PARTICULARS**

# (Enclose with Technical Bid)

1.	Name of the Bidder	:
2.	Address of the Bidder	:
3.	Name & address of the person	:
	To whom all references shall be	
	Made regarding this tender enquiry.	
	Telephone	:
	Fax	:
	E-mail	:
	Signature	:
	Name	:
	Designation	:
	Company Seal	:

#### **Annexure C-2**

### **BID FORM**

#### (Enclose with Technical Bid)

То,			Date://
		-	
		-	
Sir,			
equipment for	Having examined terms & Punjab State Road Safety		
deliver,		(Name of the firm/co	mpany)

(Description of Stores and Services)

in conformity with the said E- tender provisions for sums as may be ascertained in accordance with the Schedule of Prices(BoQ) provided in the Financial Bid.

We undertake, if our bid is accepted, to supply the proposed material as per requirement and specifications of the tender document.

We further undertake that, if our bid is accepted, we will provide the performance security of a Commercial Bank of a sum equivalent to 10% of the Contract Price for the due performance of the Contract as per terms and conditions of the E- Tender.

We agree to abide by this bid for a period of 270 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form and agree to abide by terms and conditions in the same.

SIGNATURE AND SEAL OF BIDDER

# Annexure – C-3

# **GUARANTEE**

(Enclose with Technical Bid)

То,			
Ref:	E- TENDER FOR SUPPROAD SAFETY COUNC		C EQUIPMENT FOR PUNJAB STATE
from a consist	nents the tender to be sup Il defects. Workmanship	plied or fabricated and material shall and generally acce	d for manufacturing of as quoted Traffic by us hereunder shall be brand new, free be of the highest grade and quality and epted standards for materials of the type cifications/samples.
express	ace the defective materia	al within 02 mont	fect is found in the material and guarantee hs. The obligations under the Guarantee labour and transport charges from site to
	ATURE OF THE WITNES	SS	SIGNATURE AND SEAL OF BIDDER

# **Annexure C-4**

# **CHECK LIST - TECHNICAL BID**

(Enclose with Technical Bid)

# If there is any deviation clarify the same separately.

1.	Have you furnished bid form	Yes/No
2.	Have you paid the tender fee of Rs. 500/-?	Yes/No
3.	Have you furnished bidders' particulars in prescribed Annexure	Yes/No
4.	Have you noted the contents of Contract Form in chapter 2?	Yes/No
5.	Have you deposited Earnest Money as per e- tender document?	Yes/No
6.	Have you thoroughly gone through the contents of e- tender document?	Yes/No
7.	Have you fully complied with the requirements of the e- Tender Document	Yes/No
8.	Have you understood the specifications as mentioned in chapter 4?	Yes/No
9.	Have you furnished the Manufacture's authorization for this bidding?	Yes/No
10.	Have you complied with Guaranty clause?	Yes/No
11.	Have you enclosed GST registration certificates?	Yes/No

SIGNATURE AND SEAL OF BIDDER

# Chapter-3

# BILL OF QUANTITY

# **Traffic Equipment**

Sr.No.	Name of Items	Approximate quantity to be purchased (N0s.)
1.	Traffic Barricades	1000
2.	Car Body Cutter	02

# **Chapter-4**

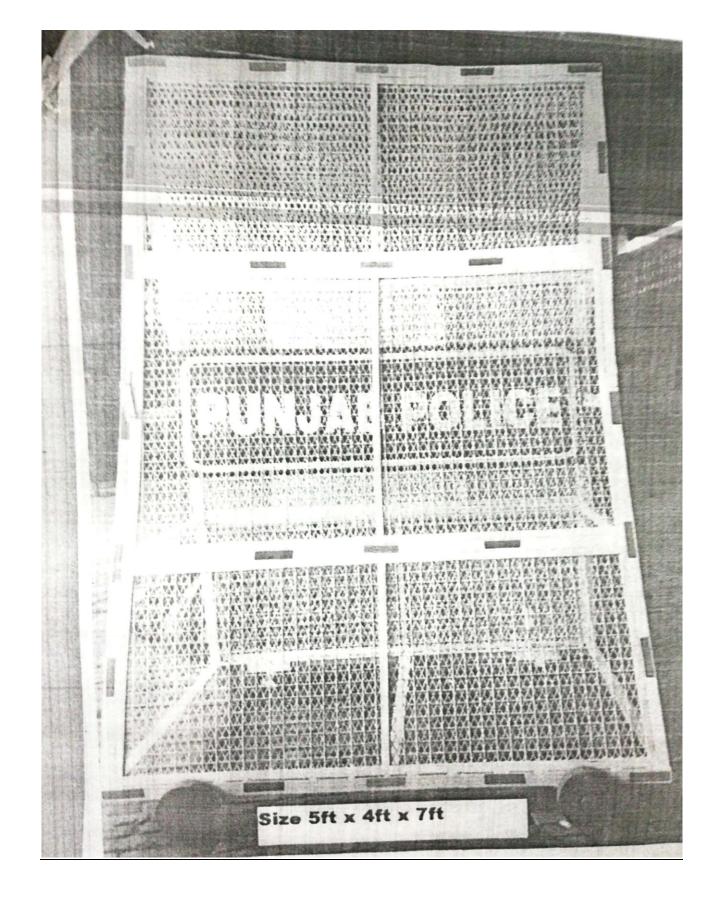
# (TECHNICAL SPECIFICATIONS)

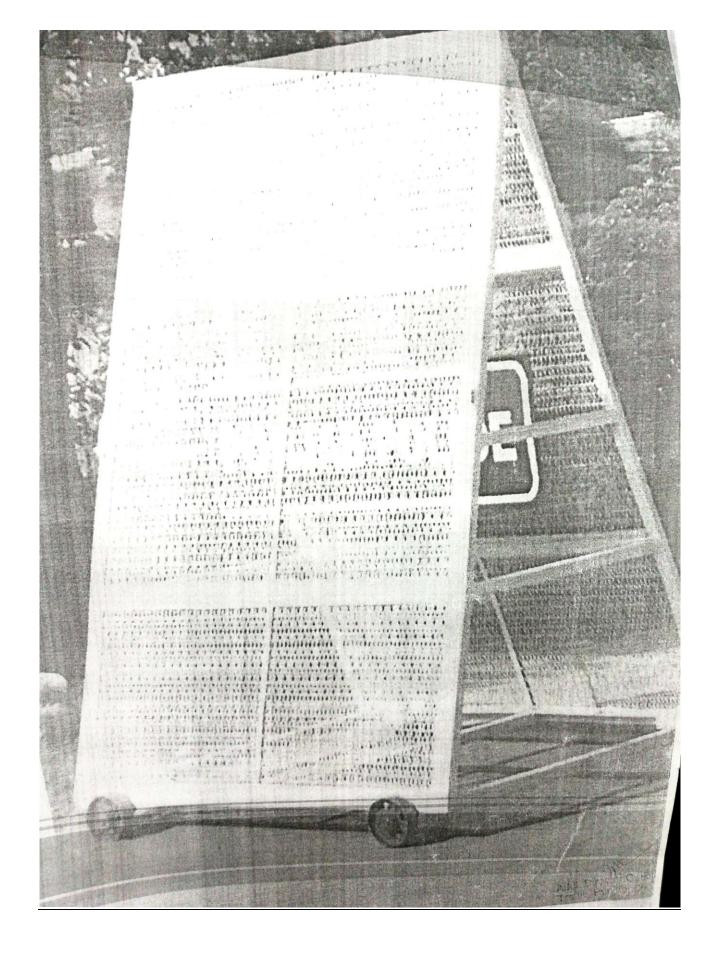
# TECHNICAL SPECIFICATIONS FOR TRAFFIC BARRICADES

SR. NO	DESCRIPTION	DETAILS
1	Barricades	Should be in triangle shape
2	Height	7 feet Height
		(The height of the barricade at 7 feet would ensure that the barrier is clearly visible from the distance and also ensure that the driver do not jump the barrier to escape the police naka.)
3	Length	5 feet
4	Width	4 feet with meshes on both sides
5	Size of Retro Reflective Plate/Paint	'2 x 2' inches
6	Wheel	It should be made of iron with stopper
7	There should be provision of interlocking barricades	

1	Drawing of Barricades	Copy attached	
2	Quality of Iron sheets used	C.R.C sheet.	
3	Gauge of Meshes used	10 Gauge	
4	Weight of the Barricades	150 Kg. (Approx) (Not less that 120 Kg.)	
5	Thickness of Pipe	12 Gauge	
6	Side frame of M.S. Square Pipe of Size 38mm x	38mm x 12g.	
7	Bottom base frame made of M.S. angle Iron 40	0mm x 6 mm	
8	4 Nos. M.S. casting wheels heavy weight 2 Kg 1" Bore with suitable pins of the bottom of the frame for easy portability.		
9	Both sides of the barricades covered with 25mm X 25mm x 25mm x 10g heavy M.S. Wire mesh further reinforced with $1/2$ " x 12g expanded metal mesh internally		
10	Wire mesh be welded with expanded metal.		
11	All the side of the wire mesh bound with 20mm & 25 mm M.S. strips. Inner side 20mm x 3mm M.S. strips.		
12	Provision for inter-locking of the barricades on both sides		
13	Both sides of the barricades will be jointed with angle from two places.		
14	Sign Boards of PUNJAB POLICE in English and Punjabi with the radium words and border on both sides of C.R.C. Sheets having size of 16"x53"x18g with 10mm M.S. Square Frame.		

15	Retro Tap of Red & Yellow color (3M Original Company) size 1" x 4" Total 68 pieces.
16	All sides of the barricades will be painted with Silver Aspa Paint whereas the sign board plate painted with Red and Blue Paint.





TECHNICAL SPECIFICATIONS FOR RESCUE TOOL (Car body Cutter)

S.	Items	Technical Specifications.		
1-	Hydraulic Power	Length-15-25 in, Width-15-25 in, Height-15-25 in, Weight-27-35 kg,		
	Pack/Pump	Engine Type- Gasoline/Petrol, Engine Start- Manual/Electric,		
		Flow Rate- HP 1-3 l/min LP 3-7 l/min, Reservoir Capacity - 4-7 Ltr, Max Press-250-400 Bar		
2	Hydraulic Rescue			
	Tools			
	a) Spreader	Length-25-33 in , Width-12-18 in, Height-5-9 in, Weight-18-25 kg, spreading Distance-25-33 in		
		spreading Force- Upto 160 kN, Pulling Force- Upto 40 kN,		
	b) Cutter	Length-25-32 in , Width-10-13 in, Height-6-9 in, Weight-15-23 kg, Cutter Opening-6-9 in		
		Cutting Force- Upto 85 kN		
	c) Ram	Length-15-25 in, Width-3-5 in, Height-6-9 in, Weight-15-25 kg, spreading Distance-40-60 in		
2001	3	spreading Force- Upto 130 kN		
3	37			
	Accessories/ Mountings			
	a) Hoses and Hose Reels.	30-50 ft		
	b) Ram attachment set			
	c) Hydraulic Hose Attachment set			
	d) Operating Tools (Wrenches, Drivers)			

# **FORMAT OF FINANCIAL BID**

Sr. No.	Name of the item	Basic Per Unit price in	Taxes	Total Price
		Rs.	(as applicable)	
		(exclusive all of taxes)		
1.	Traffic Barricades			
2.	Car Body Cutter			
	·			
2.	car Boay Cancer			

### Note: -

- 1) Lowest bidder shall be selected on the basis of total price inclusive of all taxes and charges.
- 2) Transportation cost and transit insurance (if any) shall be borne by the successful bidder.

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