



Government of National Capital Territory of Delhi
DELHI TECHNOLOGICAL UNIVERSITY
(Formerly Delhi College of Engineering)
Shahbad Daulatpur, Bawana Road, Delhi-110042

No. F. DTU/SP/211/12-06/18-19

Dated: 02/05/2019

NOTICE INVITING TENDER

Delhi Technological University (formerly Delhi College of Engineering) is a non-affiliating, teaching and research University at Delhi to facilitate and promote studies, research, technology incubation, product innovation and extension of work in Science, Technology and Management Education and also to achieve excellence in higher technical education.

E- Tenders along with illustrated literature/leaflets for the Hiring of Buses for Industrial Visit of DTU Students on rate contract basis in the University.

Tender invites only in two-bids system_ through 'e' procurement solution only as per the guidelines and terms & conditions given in tender document - details of the NIT along with terms & conditions, scope of work/service can be seen/downloaded at/from the website.

The interested tenderers should upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids - all duly signed - on the: <https://govtprocurement.delhi.gov.in>. latest by **24.05.19 at 2:30 P.M.** **An index prepared after pagination of all documents may also be uploaded.** The technical bids will be opened online on **24.05.19 at 3:00 P.M.** {those bidders only whose original instrument of EMD amount is dropped in Tender Box placed in the office of Assistant Registrar(S&P)} in the presence of the bidders who wish to be present and will also be displayed on the website. For participation in the tender through e-procurement solution, the tenderers are required to have digital certificate and get registered with application Service Provider NIC.

Tender document is also available for viewing on the website of Delhi Technological University, Delhi at www.dtu.ac.in

Yours faithfully,

EMD: Rs. 10,000/-

Assistant Registrar(S&P)

1	Tender Title	Hiring of Buses for Industrial Visit of DTU Students on rate contract basis
2	Tender Id:	2019_DTU_172132_1
3	Tender Reference no.	DTU/SP/211/12-06/18-19
4	Type of Tender	Open Tender (Two Bid System)
5	Description of Work/Services	Hiring of different types of Buses manufactured in 2015 or later (on regular/Call on Basis).
6	Earnest Money Deposit (EMD)	Rs. 10,000/- Copy must be enclosed online with Technical Bid
7	Closing Date and time of Bid submission (Technical and Financial)	24.05.19 at 02:30 P.M.
8.	Bid Validity	365 Days from opening of Technical Bid
9.	Performance Bank Guarantee	5% of the tender value, in favor of Registrar, Delhi Technological University Within 07 Days on receiving the award of contract.

The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of years (one year at a time) by DTU depending on requirement of the University and performance of the vendor.

Section-A

1. SCOPE OF WORK

Air-conditioned Buses with following requirements on rate contract basis:

Industrial visit within a range of 500 kms (hilly as well as plain regions) approximately by road.

- a. 40 Seater Deluxe for minimum 500 Km with rate of per extra k.m.
- b. 50 Seater Deluxe for minimum 500 Km with rate of per extra k.m. and extra hour.
- c. Volvo AC Bus 45 seater for minimum 500 Km with rate of per extra k.m. and extra hour.
- d. Mercedes Benz Bus 49 seater for minimum 500 Km with rate of per extra k.m. and extra hour.

Pick up and drop from/at Delhi Technological University

The contract will be initially for a period of one year, as per following **terms and conditions**

1. Service order for booking of buses shall be placed to the transporter within a span of 07 days to 01 month prior to the date of journey.
2. Final number of travellers shall be provided to the Transporter before 3 days from the date of journey.

Renewal of contract based on negotiated terms & conditions annually for further period if required by Delhi Technological University on performance of the vendor.

Assistant Registrar (S&P)
Delhi Technological University

2. Eligibility Criteria/Prequalification

The bidder must possess the requisite experience, strength and capabilities for providing the services necessary to meet the requirements, as described in the NIT document. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the NIT document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below. Eligibility criteria are mandatory and **any deviation in the same will attract bid disqualification**.

S.No.	Criteria	Document to be provided
1.	The bidder should be a company registered under the Companies Act, 1956	Certificate of incorporation (duly notarized)
2.	The bidder must have successfully implemented at least three similar work in University/Govt. University of repute.	Documentary proof from earlier University/university etc. where the project was completed. List of successfully completed projects indicating cost & customer name. The proof should be applicable to the responder only and <u>not</u> for its sister concern or subsidiary or parent company.
4.	Bidder must have ISO certification	Valid Copy of Certificate duly notarized
5.	The Bidder should not be under a Declaration of Ineligibility or black listed with any of the Government/ Public sector unit Agencies	Self-Declaration from Authorized Signatory of the Bidder
6.	The responder shall be the single point of contact for DTU and shall be solely responsible for the all warranties, upgrades and guarantees etc.. An undertaking to this effect should	Self-certification duly notarized
7.	Having minimum manpower strength of 100	Relevant details
8.	Agreeable to sign SLA documents	Yes/ No (On firms letter head)
9.	EMD	Rs.10,000/-
10.	The bidder should have minimum five (05) years of experience in providing services of different type of buses to various organizations/institutions.	Duly singed & stamped
11	Bidder should have successfully completed at least four contracts of minimum one year duration for providing different type of buses in the last 2 years to be reckoned from the date of opening of bids. To this effect Bidder should submit copies of respective contracts, along with	Duly singed & stamped

	documentary evidence in respect of working with satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services), such as (i) Satisfactory completion /performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.	
12	Requisite all India traveling permit for the vehicle	Valid Copy of Certificate duly notarized Dully singed & stamped
13	Police verification completed for all drivers/conductors/cleaner/helper the company	Duly singed & stamped

Section-B

1. **Payment of cost of Tender documents:** The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of bidder participating in e-procurement solution. The bidders can view/download the tender documents from the: <https://govtprocurement.delhi.gov.in> .
2. **Submission of bids:** The bidders who are desirous of participating in 'e'- procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at : <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in the: <https://govtprocurement.delhi.gov.in>. in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the Assistant Registrar (S&P), DTU along with original EMD before the specified date & time. In the event of the specified date for physical submission of EMD along with copies of bid documents is declared a holiday, the same will be received up to the appointed time on the very next working day. However, documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.
3. **Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of the **DD/BG/Fixed Deposit Receipt only** of a scheduled bank issued in favour of Registrar, Delhi Technological University, Delhi and the zerox copy thereof is to be scanned and uploaded along with the bid, and the original shall be sent to DTU so as to reach before the date & time of closing of the bids; failing which bid will be rejected
4. **Price Bid Opening:** The Price Bids of only technically qualified bidders (whose bids satisfy the prescribed technical specifications/parameters and have also submitted all requisitioned documents & EMD) will be opened online at the specified date & time and will subsequently be evaluated to determine the lowest bidder. The result will be displayed on the: <https://govtprocurement.delhi.gov.in>. which can be seen by all the bidders who participated in the tenders. There shall not be any negotiation normally. However, in exceptional cases, negotiations can be held with the lowest evaluated responsive bidder only. Counter offers tantamount to negotiations and shall be treated at par with negotiations.
5. **Processing of Tenders:** The officer/officers concerned will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
6. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
 - (i). Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
 - (ii). Bidders can visualize the process online.
7. **Participation Financial Rules for e-procurement:** The e-procurement system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs.

Section-C

Guidelines and other terms

1. The general terms and conditions for providing services are mentioned in the tender document.
2. The scope of work, technical specifications and special conditions of the contract are mentioned in Section A of the NIT document.
3. The format of submission of Financial Bid is available at Section E (Annexure 2) for Hiring of Buses on rate contract at DTU. The cost should be quoted in words as well as figures (typed or printed). Amendment should be avoided. Amendments, if any, should be duly initialed, failing which the offers are liable to be rejected.
4. The Financial bids should be in computer print outs or neatly typed. The bidder's name should appear on each page of the bid document.
5. The bidder is advised to enclose any additional information, which it thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the University calls for it.
6. Every page of the technical bid as well as the financial bid must be endorsed with seal and signature by the competent person/authority.
7. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
 - 7.1 A sole proprietor of the firm or constituted attorney of sole proprietor
 - 7.2 A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - 7.3 Constituted attorney of the firm Provide that
 - i In case of 7.2 above, a copy of the partnership agreement of general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
 - ii In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.
 - iii A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the University may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the University for all Cost and damages arising from the cancellation of the contract

including any loss which the University may have on account of execution of contract / intended contract.

8. At any time, before 24.519 (AT 02:30 Hrs.) which is prior to the date of submission of bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.
9. The amendments may be notified through e-tendering site. Those amendments shall be binding on the bidders. However, in order to allow the prospective bidders a reasonable time for taking the amendments into account while preparing their bids, the University may, at its discretion, suitably extend the deadline for submission of bids.
10. The tender shall remain valid for 365 days from the date of opening technical bid.
11. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% (hundred percent) of the Earnest Money deposited shall be forfeited. In exceptional circumstances, the University may request the bidders consent for an extension of the period of bid validity. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
12. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The University reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
13. The bidders, having represented the organization should have the required professional skills, and personnel and technical resources, to provide the services on the terms and conditions set forth in this tender document. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the University. The bidder is expected to examine all instructions, forms, terms and conditions (specifications) in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarification.
14. Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:
 - 14.1 EMD received late by any mode whether by physical delivery, courier, or through post after the specified closing time.
 - 14.2 Any bid not accompanied by required Earnest Money Deposit (EMD).
 - 14.3 Any conditional bid.
 - 14.4 Any bid in which rates have not been quoted in accordance with the specified formats/details as specified in the Bid Document.
 - 14.5 Any bids received without self-attested with stamped or notarized(as applicable) .

- 14.6 Any effort by a bidder to influence the University in bid evaluation, bid comparison or Contract award decision.
- 14.7 Any bid received with period of validity shorter than 365 days.

15. The Tender / bid (i.e. technical offer) will be opened on same day(**24.05.19 at 15.00 hrs**). in the office of Assistant Registrar (S&P). No separate information shall be given to individual bidders.
 - 15.1 The contractor/bidder or their authorized representative may also be present during the opening of the Technical and financial offer, if they desire so, at their own expenses.
 - 15.2 Only those financial offers will be opened whose technical offers are found suitable by the expert committee appointed for the cited service(s).
 - 15.3 In special situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the offer.

16. The EMD of the successful bidder will be returned to them without any interest after deployment of services (within 60 days) and on submission of performance bank guarantee. The earnest money of unsuccessful bidders will be returned to them without any interest within thirty (30) working days after awarding the offer.

17. **Award of contract:**
 - 17.1 The University will award the contract to the bidder whose technical bid has been determined to be substantially responsive as described in the Evaluation Criteria (Section A, Point 2).
 - 17.2 Notwithstanding the above, the University reserves the right to accept or reject any bidder/bid and to cancel the bidding process and reject all the quotations at any time prior to the award of contract.
 - 17.3 The bidder whose bid is accepted will be notified for the award of the contract by the University prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the contract.

 - 17.4 Within 14 (fourteen) days of the receipt of the notification of the award of the contract from the University, the successful bidder shall furnish Performance bank guarantee for an amount of 5% of tender value. Failure of which to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. The amount of the EMD will be refunded without interest to the successful bidder within 60 days on successful submission of Performance Bank Guarantee.
 - 17.5 The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.

17.6 If any bidder/contractor(s) fails to meet any of the eligibility criteria, he/she/it will be disqualified.

Section-D

1 . PENALTY POINTS

A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of the contractor will not only be in terms of these points but also to the extent of the recommendations of the University. Every point will entail a financial obligation on the part of the contractor subject to a maximum of Rs. 1,00,000/-or cumulative penalty percentage of the gross payable amount to the contractor/bidder, whichever is less.

Sl. No.	Particulars	Penalty to be imposed (in percentage of the bill amount claimed)
1	Non-availability of a Complaint book or Not providing the book for registering a complaint such as cleanliness, uniform etc.	5%
2	Low Responsiveness (Not resolving the complaint within 2 days)	5%
3	Unprofessional behavior/improper hygiene of driver or lack of cleanliness in vehicle	5%
4	Late arrival or early departure	5%
5	Complaint about different type of facilities not working properly in the vehicle	10%
6	Complaint about non wearing of specified uniform by the Driver	5%
7	Change of Vehicle without the consent of the Institute's administration	10%
8	Rough/rash driving reported	20%
9	Misbehavior by contractor employees with DTU Student/faculty/staff members/ Guests/ Visitors etc.	20% of the gross payment of payment due to the contractor in the month on account of vehicle concerned
10	False Billing	20%
12	Violating any other terms of the agreement.	20%

2. CLAIMS

a. Claims:-

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DTU may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's vehicles, labour, materials and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

b. Notice of Claims:-

CONTRACTOR or DTU as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

3. SAFETY AND LABOUR LAWS:-

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by DTU shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the Student/Personnel work and facilities and shall observe all reasonable safety rules and instructions. No smoking or consumption of alcohol/any other prohibited substance shall be permitted while on duty by any Contractor person in the premises of DTU or during work hours.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

4. SECRECY:-

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by DTU, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note or any other document to the operation/ work required by DTU. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

5. STATUTORY REQUIREMENTS:-

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

6. INSURANCE:-

CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's Vehicles, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. DTU will have no liability on this account.

7. TERMINATION

a. Termination on expiry of the Contract

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless DTU has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

b. Termination on account of Force Majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure,

c. Termination on Account of Insolvency

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then DTU shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

d. Termination for Unsatisfactory Performance

e. If DTU considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, DTU shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. DTU shall have the option to terminate on written notice issued.

f. Termination for delay in Mobilization

Successful bidder shall be required to mobilize specified vehicles in the line with the Work order along with crew (only manpower) for commencement of services at DTU from the date of WO. If the CONTRACTOR (successful bidder) fails to mobilize, DTU,

without prejudice to any other clause of the CONTRACT, will have the right to terminate the contract.

- g. DTU shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be Black listed for a period of two years from the date of the order .

8. DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES (LD)

(a) CONTRACTOR shall mobilize and deploy the Vehicles (vehicles) as per the Contract so as to commence the services at the specified site (s) within immediate effect /or as mutually agreed upon from the date of Rate Contract/Work Order

(b) If the CONTRACTOR fails to mobilize and deploy the Vehicles (Vehicles) and / or fails to commence the operations within the period specified in sub clause (a) above, DTU shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.

9. SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

10. Notwithstanding the provisions relating to extension of time, penalty and cancellation of tender/contract for default, the vendor shall not be liable for forfeiture of its performance security/ liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure (i.e. an event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor; such as wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.). If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of force-majeure for a period exceeding 30 days, either party may at its option terminate the contract by sending a written notice without any financial repercussions on either side

(TO BE SUBMITTED ALONG WITH TECHNICAL BID ON FIRMS LETTER HEAD)

Section E

Annexure 1

UNDERTAKING

(To be submitted by the responder on the responder's letter head)

I/We hereby undertake that I/We have studied and understood the Expression of Interest document completely.

I/We hereby undertake that I/We understand that the Section: Scope of Work and Requirement of this NIT is indicative only and not exhaustive in any manner and that the final scope of work and service requirement will be decided by DTU at their discretion.

I/We hereby undertake that we shall comply with the scope of work and requirements and there are no deviations of any manner in this regard from my/our side.

I/We undertake to be the single point of contact for DTU and shall be solely responsible for all warranties, upgrades, and guarantees etc. and system integration and facilities management and for the entire scope of work and requirements, as per the service levels defined in the subsequent tender document.

I/ We here by affirm that our response is valid for a period of 365 days from the date of NIT submission.

Finally, We the undersigned (herein after called as Contractor/Vendors/Bidder) hereby offer to execute Hiring of the Service,s as per specification against which we have quoted over rates and for which this tender may be accepted at the rates stated there in and subject to the terms & conditions set forth for such service as may be ordered by the Registrar, Delhi Technological University or officer acting on his behalf.

Date this _____

Day of _____

Signature of Contractor _____

Address _____

PRICE FORMAT

Air-conditioned Buses (on rate contract basis)

Tender No:

Description of Vehicle				Type of Buses			
	Make & Model of Vehicle	Regn. No. (Pl. leave it blank in case planning to buy new vehicle)	Year of Manufacturing# (Pl. leave it blank in case planning to buy new vehicle)	AC			
				Charges Per Vehicle (range 500 kms)	Rate for per Extra Kms. Plus Extra hrs.	Applicable GST (If Any)	Total Estimated Charges (inclusive of GST/all)
A	B	C	D	E	F	G	H = (E+F+G)
40 Seater Deluxe							
50 Seater Deluxe							
Volvo AC Bus 45 seater							
Mercedes Benz Bus 49 seater							
Total							

* _____ kms. run in a month with rate extra kms. Run during the month.

Should be manufactured in 2015 and later only

NOTE:

The above rates shall be indicated both in figures and words. In case of any discrepancies, the amount indicated in words shall be considered as final.

1. The actual Toll Tax and parking charges (if any) shall be reimbursed on production of receipt.
2. The quantum of job indicated in the price format is only for the purpose of evaluation, DTU does not guarantee any minimum or maximum quantum of work under any of the price elements.

Place

Date:

Name

