

Tender For Mini Bus



**Dr. Babasaheb Ambedkar Technological University, Lonere-Raigad,
Maharashtra, India**



Dr. Babasaheb Ambedkar Technological University

(Established by Government of Maharashtra and Governed by Dr. Babasaheb Ambedkar Technological University Act No. XXIX of 2014)

Vidyavihar, Lonere – Raigad 402 103 (Maharashtra)

Tender Notice

No. DBATU/Vehicle/Bus/2019

Date: 12/6/2019

Sealed Tenders(Two Bid System) are invited by the undersigned from the Original Vehicle Manufacturers or Authorized Dealers for the supply of **University Bus** and **Mini Bus**. Blank Tender forms can be downloaded from the University website www.dbatu.ac.in during 14th June 2019 to 26th June 2019 up to 1.00 p.m. The last date of receipt of completed tender forms is 26th June, 2019 at 3.00 p.m. **Please give separate offers for the University Bus and Mini Bus.** Tenders will be opened on 26th June , 2019 at 4.00 p.m. Right to reject any or all tenders without assigning any reason thereof is reserved by the University.

I/c Registrar



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Vidyavihar, Lonere – Raigad 402 103 (Maharashtra)

Our Ref No. : DBATU/Vehicle Section/Mini Bus/2019

Date :13/06/2019

Tender For: Mini Bus

General Terms & conditions

Checklist of Eligibility criteria should be as per the following table:

Checklist of Eligibility Criteria for Prequalification of Bidders

Sr. No	Criteria	Supporting Documents
1.	The bidder should be a company registered under the Indian Companies Act 1956 and should have been in existence for at least 3 years as on 31 st March 2019	Certified copy of Company Registration Certificate issued by the ROC
2.	The bidder should have an average annual turnover of Rs. -----in the previous three Financial Years	Chartered Accountant's Certificate to this effect (a) Audited Balance Sheets and Statement of Profit & Loss for last three financial years (b) Certificate as per the prescribed format
3.	The Bidder should have OEM/Dealer/Distributor of OEM	Certified of LOI / Authorization Letter/ contract and self declaration by the bidder
4.	The bidder should be registered with statutory authorities as required	Certified copies of Service Tax Registration Certificate, GST registration Certificate, PAN Card copy etc should be attached (a) Income Tax Return statement for the last three Assessment Years and (b) Service Tax Return for the period last financial year.

5.	Bidder should have its own Office supply & Service facility and should have experience in services as per RFP document	An Affidavit by competent authority of the Bidder
6.	Bidder should not have been blacklisted for any reason by any government institution / department in the past three years	An Affidavit by competent authority/Self Declaration
7.	The bidder should possess valid ISO certifications for quality management and Information Security management such ISO 9001:2008 and ISO 27001:2013	Certified copies should be attached
8.	A) Technical Proposal Covering Letter B) Relevant Customer base/User in India C) Profile of Company D) Non infringement of Patent Rights/copyrights	A) T1 B) T2 C) T3 D) T4

01. The maker's name must be specified.
02. The "Terms and Conditions" for supply and delivery of stores, should be clearly indicated in the quotation, stating whether rates are, inclusive of all taxes, Packing and forwarding charges Freight charges etc. or not, However rates offered as including all taxes will be more welcome.
03. If packing and forwarding charges are to be charged separately, it should be so clearly stated in your Tender offer.
04. Please mention clearly whether consignment would be Ex-Godown, Ex-Shop, of F.O.R. dispatching stations. Preferably terms offered as "Delivery of consignment of stores, on F.O.R. Lonere
05. Envelope should be clearly marked with our reference No and date of this Tender. It should also be superscripted as per the format given above.
06. The Tender would be opened as per date and timing given above, if desired by you, you may depute an authorized representative with a letter of authority to be present at the time of opening of the tender at this Office on the aforesaid day, date & time.
07. Your tender must be valid for a minimum 60 (Sixty) working days from the date of it's opening.
08. Tender received after the date of opening may not be taken into consideration.
09. Items tendered should confirm to the specification shown in the attached list when and where, full or no specifications are indicated against items in the list. Kindly furnish your full specification in accordance with accepted standards against each item tendered. Where reference to catalogue is made, the relevant catalogues/ Pamphlets/ Literature should accompany the tender offer.

10. Your tender should be for all new brand and branded items and not for second hand.

11. Please state whether items will be available Ex-Stock. If not the minimum period for delivery, or for supplying the items or stores.
12. It should be clearly stated whether GST, Insurance Freight or packing and forwarding charges, or any other taxes and duties etc. leviable.
13. It would be appreciated if illustrated catalogues/Literature etc is furnished with the tender.
14. Expression to as "Complete with standard Vehicle" complete with standard accessories "Vehicle to" As good as should be avoided. If at all their use is unavoidable then it should be very specifically indicated as to what exactly they mean and what exactly would be supplied under them. Any ambiguity or vagueness should be avoided.
15. The University is not bound to accept the lowest rates and reserves the right to accept tender in whole or in part or can reject it entirely without assigning any reason.
16. The vehicle is to be delivered within 30 days from the date of issue of the PO
17. Supplier will manage them self for Road permit, if needed.
18. All types of spares and accessories should be available with the vender for quoted vehicles
19. Firm has to provide warranty/guaranty .
20. The quotation should be unconditional.
21. Any act on the part of the contractor to influence anybody in DBATU shall make the tender liable for rejection.
22. Contract holder will not be allowed to sublet the work to any other agency.
23. **FORCE MAJEURE**

The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

24. RESOLUTION OF DISPUTES / ARBITRATION

Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to /sought from the University Authorities., whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, B.A.T.U. whose decision will be final and binding on the Contractor.

If the dispute is not resolved through the reference made to the University Authorities a reference of the same shall be made to an Arbitrator to be appointed by the University Authorities lonere for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modification there under from time to time. There shall be no objection if the Arbitrator to be appointed is a Competent Officer of B.A.T.U. in the discretion of the University Authorities.

LEGAL JURISDICTION:

If any dispute is not resolved by Arbitration will be referred to the Court of RAIGAD Jurisdiction only.

25. Proposal Evaluation Process

1. Proposals will be evaluated by a Committee of Experts (the "Committee") appointed by the University. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by the university during the evaluation process.
2. Evaluation of the bids will be done in the following sequence and at the end of every stage, short listed bidders will be informed of the results of evaluation
 - a. Scrutiny of Bid Security and adherence to general guidelines
 - b. Evaluation of prequalification proposal
 - c. Evaluation of Technical proposal
 - d. Live demo and / or site visits if necessary
 - e. Opening of commercial proposal
 - f. Final evaluation of the Techno commercial bid and finalization of the bid

Only those bids that have been technically qualified will be considered for opening the commercial bid. The bids of the bidders who are not technically qualified shall be returned to the bidders without opening their commercial bid.

26. Technical Proposal Evaluation

1. The Technical bid will be scrutinized for complying with the following requirements before going ahead with further evaluation of the bid.
 - a. Proposal Covering letter as response to the RFP
 - b. Undertaking for non-infringement of patent/copyrights
 - c. statement on Clarifications as required

Evaluation of the solution - the technical solution proposed by the bidder may be evaluated against the response to the RFP and on the basis of live demonstration of the solution including site visit/s required if any.

The final decision of the technical evaluation of the proposals submitted by the bidders shall vest with the university and the decision of the expert committee appointed by the university on the technical evaluation of the proposals shall be final and binding on all the bidders.

27. Presentation and live demo of the solution

The committee shall invite each bidder to make a presentation and live demo of the proposed vehicle to the university at a date, time and venue determined by the university and the SP shall attend the same at his own cost. The purpose of such presentations and live demo would be to allow the bidders to present their solution to the university and to evaluate the same by the expert committee of the university in order to arrive at the final and considered decision.

The bidders shall arrange for live site visits when demanded by the expert committee where similar solutions have been implemented or under implementation. Such site visits shall be done independently by the expert committee and the bidder shall not accompany any of the university officials or members of the expert committee. The expenses for the travel of the committee shall be borne by the University.

28. Clarifications during evaluation

1. During the time of the evaluation of the Bids, the university may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email.
2. The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for the university to state its requirements clearly and for the bidder to more clearly state its proposal.
3. If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by the all the participants.
4. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, the university has the right to make assumptions on the Bids submitted by the SP and if such assumptions lead to disqualification of Bids, the university is not accountable for these omissions
5. All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between SP and the university.
6. If any of the responses by the SP to the queries sent by the university has commercial implications, these commercial aspects will not be accommodated in the evaluation process.

29. Notification of Award and signing of contract

The university will award the Contract to the bidder whose proposal has been determined to be the successful bidder based on the above evaluation method.

The university reserves the right to negotiate further with the bidder whose proposal has been accepted as successful bidder.

Prior to the expiration of the validity period, The University will notify through a "Letter of Intent"/ PO to the successful bidder in writing that their proposal has been accepted and invite them for signing a formal contract.

Signing the contract- The University shall execute a formal contract with the SP on mutually agreeable terms and conditions and as per the RFP and the bid submitted in response to the RFP by incorporating all necessary terms and conditions to protect the continuing interest of both the parties while implementing the said project. The contract shall clearly specify the deliverables under the scope of service, duration of the contract, payment terms, performance metrics and responsibility matrix of both the parties and protection of the interest of both the parties, penalty for non-performance of both the parties, force majeure etc in accordance with the Indian contracts Act. Any amendment to the contract if required during the period of subsistence of the contract shall be carried out as addendum to the existing contract after both the parties agree to the terms thereof.

30. Lack of Competition

1. If a situation arises where if after evaluation of bids, the tendering authority ends up with one responsive Bid only and in such situation, the tendering authority would check as to whether while floating the tender all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the tender would be re-floated after rectifying deficiencies.

2. The bid process shall be considered valid even if there is one responsive Bid, provided that:
- i. the Bid is technically qualified
 - ii. the price quoted by the bidder is assessed to be reasonable
 - iii. the Bid is unconditional and complete in all respects
 - iv. there are no obvious indicators of cartelization amongst bidders and
 - v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

The tendering authority shall prepare a justification note for approval by the next higher authority of the procuring entity and with the concurrence of the committee.

In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

31. Bid Formats

Details	Formats
Response Formats for Technical Proposal	Cover I
Response Formats for Commercial Proposal	Cover II

ANNEXURE A

31.1 Cover I

Response Formats for Technical Proposal

Technical Proposal Covering Letter	Form T.1
Relevant Customer base/Users in India	Form T.2
Profile of Team	Form T.3
Non infringement of Patent Rights/copyrights	Form T.4

ANNEXURE B

31.2 Cover II

Response Formats for Commercial Proposal

Commercial Proposal Covering Letter	Form C.1
Price Schedule	Form C.2

33. PAYMENT:

90% payment is to be made on proof of inspection, physical verification, and successful delivery of the vehicle by the consignee and remaining 10% will be made after training of the device as per general condition of contract.

ANNEXURE A

Form T 1 Technical Proposal Covering Letter

(Company letter head)

[Date]

The Registrar,

Dr. Babasaheb Ambedkar Technological University, Lonere-Raigad

Dear Sir,

Ref: Request for Proposal for supply of vehicle to Dr. Babasaheb Ambedkar Technological University, Lonere - Raigad.

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the goods for the university as required and outlined in the RFP.

We attach hereto the bid technical proposal as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all goods/ vehicle put forward in this RFP. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the university.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the university is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the university as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Form T.2
Relevant Customer base/User in India

To be submitted on the Letterhead (Place) (Date)

The Registrar,

Dr.Babasaheb Ambedkar Technological University, Lonere- Raigad

Dear Sir

We would like to provide the following information on our customer base in India to confirm that we have been offering the goods in India for the last three years.

	Name of client	Year implemented
Name of the university / school education board where the equipment has been implemented. Provide complete address and contact details such as phone no, email id etc	1. 2. 3. 4. 5.	
Product Name (if applicable)		

** Attach relevant certificates

Dated this ____ day of ____ 201_

Yours sincerely,

On behalf of []

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp

T 3 Company Profile

Financial details of last three years

Revenue/Turnover	
Year 1	
Year 2	
Year 3	

Details of the Company :

SR. NO.	PARTICULAR	RESPONSE
1	COMPANY NAME	
	LEGAL NAME (IF DIFFERENT)	
	FULL MAILING ADDRESS	
	CIN OF THE VENDOR COMPANY	
	SERVICE TAX REGISTRATION NUMBER (IF ANY)	
	VAT (TIN NO.) (IF ANY)	
	PAN & TAN OF THE COMPANY	
	TELEPHONE NUMBER	
	FAX NUMBER	
	WEB SITE	
	YEARS IN BUSINESS	
	YEAR OF ESTABLISHMENT	
2	DETAILS OF INDIAN ESTABLISHMENT	

	REGISTERED OFFICE ADDRESS	
	YEAR OF ESTABLISHMENT	
	HEAD OF THE INDIAN ESTABLISHMENT	
	CONSTITUTION	
3	CONTACT PERSON	
	MOBILE	
	EMAIL	
4	WHETHER REGISTERED WITH REGISTRAR OF COMPANIES/ FIRM. IF SO, PLEASE FURNISH DETAILS THEREOF (ATTACH CERTIFICATE OF INCORPORATION)	
5	REGISTRATION WITH TAX AUTHORITIES (PAN)	
6	AUDITED TURNOVER IN LAST THREE FINANCIAL YEARS, I.E. YEAR 2010-11, 2011-12 AND 2012- 13.	
7	NUMBER OF YEARS INSTALLING SYSTEMS SIMILAR TO THIS PROPOSAL	
8	NUMBER OF SITES CURRENTLY INSTALLED USING THE PROPOSED SOFTWARE /SOLUTION	
9	NUMBER OF FULL-TIME EMPLOYEES	
10	NUMBER OF TECHNICAL/SUPPORT PERSONNEL	
11	NAME AND DETAILS OF SUB-TENDERS TO BE EMPLOYED IN THE PROJECT.	

Form T.4

Non infringement of Patent Rights/copyrights Confirmation

(Company letter head)

[Date]To

The Registrar,

Dr.Babasaheb Ambedkar Technological University, Lonere-Raigad

Sub:Undertaking on non infringement of Patent Rights/copy rights

Dear Sir,

I/We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment's, systems or any part thereof to be supplied by us. We shall indemnify the university against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the software / applications including upgrades as and when they are made available and uninterrupted use of the software solution and/or system or any part thereof to the university, irrespective of the fact of claims of infringement of any or all the rights mentioned above. If at a later date it is found that it does infringe on patent rights, I/We absolve and indemnify the University of any Legal Action.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

ANNEXURE B

Form C.1
Commercial Proposal Covering letter

[Date]

The Registrar,

Dr. Babasaheb Ambedkar Technological University, Lonere-Raigad

Ref: Commercial Proposal for supply of Vehicle

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the goods to the university as mentioned in the bid document. Following is our quotation summarizing our commercial proposal.

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to supply the goods as put forward in the RFP.

We agree for acceptance of all the terms and conditions in the bid document and also agree to abide by the bid response for a period of SIX MONTHS from the date of opening the commercial bid and it shall remain binding upon us until such time a formal contract is prepared and executed within the six months.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **201**

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ofthe , and that who signed the above proposal is authorized to bind the corporation by authority of its governing body.

Price Schedule

Company letterhead

Date:

The Registrar, Dr. Babasaheb Ambedkar Technological University, Lonere-Raigad

Sub: Commercial quote for the supply of vehicle

Dear Sir,

Sr.No	Description / Specification	Qty	Unit Price	Discount	Total Price
A.	Mini Bus(As per Required Specification) 1) Model No. 2) Chassis 3) Body Building/ Modification 4) Seating capacity Ex. Showroom Price Incl. GST	1			
B.	Mini Bus(As per Required Specification) On Road Price 1) Model No. 2) Chassis 3) Body Building/ Modification 4) Seating capacity				

Authorised Signatory :

Name of the Firm