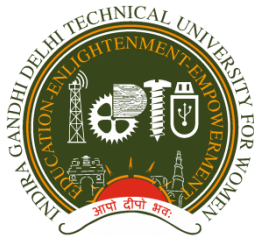


## TENDER DOCUMENT

Tender:- Shipment including clearing of customs and handling of shipment of prototype car of student team from India (Indira Gandhi Delhi Tech. University for Women campus, Kashmere Gate, Delhi-110006) to Singapore (airport) via air freight and back to India (IGDTUW, Kashmere Gate, Delhi-06) from Singapore (port of Singapore) via sea freight for participation in Shell Eco Marathon<sup>™</sup> Asia 2017 organized by Shell Co. in Singapore from 16 March 2017 to 19 March 2017.

NIT no. : 716/MAE/IGDTUW

Due Date & Time: 23 February 2017 (10 am)



### Notice Inviting Tender

REGISTRAR  
INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN  
(Established by Govt. of NCT of Delhi under Act 9 of 2012)  
Kashmere Gate, Delhi-110 006

E-mail: registrar@igdtuw.ac.in; [www.igdtuw.ac.in](http://www.igdtuw.ac.in)

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### TENDER DOCUMENT

Tender:- Shipment including clearing of customs and handling of shipment of prototype car of student team from India (Indira Gandhi Delhi Tech. University for Women campus , Kashmere Gate, Delhi-110006) to Singapore (port) via air freight and back to India (IGDTUW, Kashmere Gate, Delhi-6) from Singapore (port) via sea freight for participation in Shell Eco Marathon Asia 2017 organized by Shell Co. in Singapore from 16 March 2017 to 19 March 2017.

NIT no. : 716/MAE/IGDTUW

Due Date & Time: 23 February 2017 (10 am)

### SECTION 1

#### NOTICE INVITING TENDERS (NIT)

1.1 Invitation for bidding: Tenders (Tender) under two bid system are invited by Indira Gandhi Delhi Technical University For Women, Kashmere Gate Delhi-110006 from eligible firms/suppliers for “Shipment including clearing of customs and handling of shipment of prototype car of student team from India (Indira Gandhi Delhi Tech. University for Women campus , Kashmere Gate, Delhi-110006) to Singapore (airport) via air freight and back to India (IGDTUW, Kashmere Gate, Delhi-6) from Singapore (port of Singapore) via sea freight for participation in Shell Eco Marathon Asia 2017 organized by Shell Co. in Singapore from 16<sup>th</sup> March 2017 to 19<sup>th</sup> March 2017.”

## 1.2 Schedule of Tenders

1	Name of work	Shipment including clearing of customs and handling of shipment of prototype car of student team from India (Indira Gandhi Delhi Tech. University for Women campus, Kashmere Gate, Delhi-110006) to Singapore (airport) via air freight and back to India (IGDTUW, Kashmere Gate, Delhi-6) from Singapore (port of Singapore) via sea freight for participation in Shell Eco Marathon Asia 2017 organized by Shell Co. in Singapore from 16 <sup>th</sup> March 2017 to 19 <sup>th</sup> March 2017.
2	Date of release of advertisement of Tenders through university website	17-02-2017
3	Last date, time for submission of quotation/Due date and Time	22-02-17 (2 pm)
4	Date& time of opening of Tender (Technical bid)	22-02-17 (3:30 pm)
5	Financial bid shall be opened after evaluation of technical bid/time notified thereafter	

1.3 EMD as mentioned in clause 3.4 in the form of DD/BC should be submitted as bid security.

1.4 The validity of bid should be 45 days from the due date of tender.

1.5 The web site <http://www.igdtuw.ac.in> is to be used to view the tender document and both the bids have to be dropped in tender box placed in room of HOD - MAE.

1.6 The place of clarification, physical submission (as per tender), and opening of bids shall be "ROOM 101 (HOD MAE), Mechanical Block, INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN, Kashmere Gate, Delhi, 110006."

1.7 Late Tenders are not acceptable.

## SECTION-2 ELIGIBILITY

The Tenderer should meet the following eligibility criteria to become technically qualified.

2.1 Bid Security (EMD): To be able to secure the bid, the tenderer should submit EMD amount as per clause 3.4 in the form of account payee Demand Draft/Banker's Cheque drawn in favor of "Registrar, IGDTUW A/C", Delhi from any nationalized bank or commercial bank. The bid security is normally to remain valid for a period of 45 days beyond the final bid validity period. The original instrument should be submitted in physical form in a sealed envelope not bigger than A-4 size mentioning address tender ID & due date of tender in the office of HOD (MAE) Room no. 101, "INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN, Kashmere Gate Delhi - 110006" before the last date & time of submission (refer section-1, clause-1.2) of technical bid.

### 2.2 Commercial capability

2.2.1 Terms & Conditions: The tenderer should not be blacklisted by any Govt. dept. /Autonomous body/PSU etc. to become eligible for tendering. The tenderer should submit an undertaking for agreeing Terms & Conditions mentioned in all sections of this tender as per the format given at Annexure-1. Copy of Annexure-1 is to be submitted. The tenderer should be IATA approved and should also submit the document regarding the same.

2.2.2 Minimum Financial Turnover: The tenderer should have supplied similar kind and similar or higher value of service after April, 2013 onwards. The tenderer should submit an undertaking duly filled in the Annexure-1 to this effect. In support, the tenderer should submit copies of audited accounts showing Annual financial turnover for the last three years (2013-14, 2014-15, and 2015-16). In this tender, the definition of 'similar kind of service' is 'shipment of cargo overseas by airfreight and sea'. The tenderer should submit copies of latest valid I.T.R (Income tax Return) and service tax return.

2.2.3 Minimum Work experience: : The tenderer in past (starting April, 2013 up to date) should have the experience of successful completion of (i) Three similar nature of works. The tenderer should submit an undertaking duly filled in the Annexure-1 to this effect. In support, the tenderer should submit copies of the 'work order copies with work completion certificates'. In this tender, the definition of 'similar kind service' is 'shipment of cargo overseas.

2.2.4 Tenderer should submit signature authorization certificate duly filled in Annexure - 1.

2.3 Original documents: The tenderer should submit only following original documents in physical form before the due date & time of this tender no other documents shall be entertained except following.

2.3.1 Original instrument of EMD (As per clause-2.1).

2.4 Required documents:

2.4.1 Copy of EMD (As per clause-2.1).

2.4.2 Copy of latest valid return of ITR (As per clause-2.2.4 ).

2.4.3 Copy of latest valid return for VAT/Sale tax/service tax (As per clause-2.2.4).

2.4.4 Copy of audited accounts showing Annual financial turnover for the last three years (2013-14, 2014-15 and 2015-16) (As per clause-2.2.2 ) .

2.4.5 Copy of Annexure 1, 2, 3, 4 and 5 duly filled and signed (As per clause-2.2.1, respectively).

2.4.6 Copy of the work order copies with work completion certificates (As per clause- 2.2.3).

2.4.7 Copy showing that M/S Agility has accepted to work in coordination with the tenderer.

2.5 Rejection of bid: The tender is liable for rejection at any stage during evaluation due to any of the reasons mentioned below.

2.5.1 Minimum Financial Turnover: The tenderer fails to meet the criterion of annual average financial turnover during the last three financial years (2013-14, 2014-15 and 2015-16) as per clause-2.2.2.

2.5.2 Minimum work experience: The tenderer fails to meet the criterion of minimum work experience as per clause-2.2.3.

2.5.3 Certification: Annexure 2

2.5.4 Conditional bids: The tenderer submits a conditional bid document or submits an extra document other than those mentioned in clause-2.2 Conditional bid shall be rejected. Tenderers should note that 'No Price should be indicated in the Technical Bid'. In case any price is mentioned in the technical bid, the Bid will be rejected out-rightly without any further correspondence.

2.5.5 Incomplete bids: It is found that there is submission of incomplete, unsigned and uncertified bid document or Non-submission of tender within stipulated time or Submission of tender documents in unsealed envelope or Tender envelopes which are not super scribed with details of the tender ID/enquiry or Non-payment of Earnest Money Deposit (if not exempted) or Non-submission of required documents as shown in clause 2.5 or Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.

N.B:- Competent Authority, IGDTUW, reserves the right to accept or reject any

tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract without incurring any liability, whatsoever to the affected tenderer or tenderers and can take appropriate action as per Govt. rules.

## SECTION- 3

### INSTRUCTIONS TO TENDERERS (IT)

#### 3.1 Introduction & Eligibility

Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in the Section-4 (Condition of contract). This section provides the relevant information, terms & conditions, procedure for tendering, opening of bid, evaluation, award of contract etc. However, the tenderers should also study and examine all the terms & conditions in rest of this tender document including eligibility criteria, CC, Undertakings & Annexures etc. before submitting the tenders. The tender submitted by the tenderer, all subsequent correspondence exchanged between the tenderer and the University and documents related to the tender, shall be written in English language only. The tenderers are instructed to ensure that they conform to the eligibility criteria as prescribed in section- 2 before submitting the offer/tender.

3.1.1 The validity of bid should be 45 days from the due date of tender.

3.1.2. The services/work including the works contract & service, shall be supplied by bidder or its authorized distributors from Delhi. The bidder dealer should be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it. The bidder shall however, be responsible for compliance with all conditions, warranties /guarantees, irrespective of the facts that the goods are supplied by him directly or through its authorized distributor. Further, the quoted bid prize in the tender shall be inclusive of all taxes and duties.

3.1.3 The estimate cost of cargo (including vehicle and tools) is Rs. 2,00,000/- ( Rupees Two Lakh Only) including all taxes and all costs to be paid to M/S Agility for Onshore shipment in Singapore.

3.1.4 The tenderer is also hereby informed that the vehicle is to be shipped from Indira Gandhi Delhi Technical University For Women (College Campus) to Changi Airport, Singapore by 6<sup>th</sup>-8<sup>th</sup> of March from where it will be handled by M/S Agility (for the onshore shipment. That is, from Changi airport to Changi exhibition center (Venue of Competition) and back to delivery airport / sea port in Singapore. It is the tenderer's responsibility to deal with M/S Agility (Official Logistics Partner of Shell) in terms of coordination, payments handing over and further receipt of vehicle so that the vehicle reaches the competition Venue on time and further back to IGDTUW, Kashmere gate, Delhi-06 on time.



### 3.2 Specifications of cargo

The cargo will contain the prototype vehicle and tool boxes. The specifications are as follows:

The weight of the Cargo including the prototype vehicles and tool boxes is 90kgs approximately

The dimensions of prototype vehicle are 250 \* 100 \* 80 (all figures in cm)

The cargo is to be shipped from India (IGDTUW, Kashmere Gate, Delhi-110006) to Singapore port via air freight and back from Singapore port to college campus in India via sea freight.

3.3 Quoting of rate: The tenderers are instructed to refer section-4 (conditions of contract) including price bearing elements before quoting rates/price. The tenderer should quote fixed prices/rates and should be at par with the prices quoted by it to any other department of Govt. of India/Govt. of NCT of Delhi/ Institutions/University. Clarification before bidding: Prospective tenderers can obtain Clarification to clear any doubt before bidding from Technical Committee / Authorized Committee in the office of Project Initiator at HOD Room (MAE), Mechanical Block , IGDTUW, Kashmere Gate Delhi-110006 .

3.3.1 Amendments to the Tender documents: Registrar, IGDTUW / Authorized Officer of IGDTUW, at any time prior to the deadline for submission of tenders may, for any reason deemed to be fit, modify the tender documents by issuing amendments. Such an amendment will be notified in writing.

3.3.2 Availability of tender document: Tender documents are available on the web site <http://www.igdtuw.ac.in/> . Prospective tenderers can access the same and they can download the tender documents, free of cost.

3.3.3 Technical Bid (TB): Tenderers should submit technical bid containing original & essential requisite documents as per guidelines mentioned in Section-2, of this tender. It should not contain any price.

3.3.4 Financial Bid: The bidder shall quote unit rate in INR, both in word and figures in the Financial Bid only. No alterations in the form of tender shall be permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. No changes in unit rates shall be allowed.

The rates quoted in schedule quantity are for final and no extra amount for carting or transporting material, labor etc. shall be paid unless specifically so

mentioned or provided for in tender. The rates should be inclusive of all taxes, duties, royalties etc. between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. No changes in unit rates shall be allowed. The rates quoted in schedule quantity are for final and no extra amount for carting or transporting material, labor etc. shall be paid unless specifically so mentioned or provided for in tender. The rates should be inclusive of all taxes, duties, royalties etc. including Work Contract Tax, ESI, EPF etc. as applicable. No extra payment on this account will be made.

3.3.5 The firm must be registered with VAT department of Delhi. Income Tax/DVAT /TDS shall be deducted at source at the rate that will be in force from time to time.

3.3.6. The bidder shall quote unit rate in INR, both in word and figures in the Financial Bid only.

3.4 Earnest money Deposit (EMD):Tenderers should submit EMD in INR only as prescribed No interest shall be payable by the University on the EMD. EMD will be returned to the successful tenderers after receipt of Performance security (Refer section 4, clause 4.4). Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity.

Earnest Money Deposit (EMD) to be submitted is 3% of estimated cost of cargo= approximately Rs. 6,000/- (Rupees Six thousand).

3.4.1Undertaking for acceptance of terms & conditions: Tenderers should submit an Undertaking certifying that they accept all terms & conditions mentioned in this tender document in the format at Annexure-1 as per instruction given in section-2.

3.4.2 Authorization to sign and submit the tenders: The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he/she is authorized signatory as per undertaking in Annexure-1.

### 3.5 Submission ofTenders:

Once the tenderer agrees to the terms & conditions of the tender, submission process can be started.

3.6 Opening of Bids: The tenders will be opened in the office of Project Investigator, HOD Room (MAE), Mechanical Block, Indira Gandhi Delhi Technical University for Women, Kashmere Gate Delhi -110006 by a tender opening committee of IGDTUW on date & time as specified under Section-1. The documents submitted shall be compiled & attested by the bid openers and presented for evaluation to the competent Purchase committee/authority.

In case the specified date of tender opening falls on a holiday or declared closed or any unforeseen technical problem, then tenders will be opened on the appointed time and place on the next working day.

3.7 Scrutiny and evaluation of Tenders: The technical bids shall be scrutinized and evaluated by the competent Committee/authority with reference to the parameters prescribed in the tender document including section-2. No new condition will be brought in while scrutinizing and evaluating the tenders.

3.8 Clarification of Bids: During evaluation and comparison of bids, the University may, at its discretion, ask the bidder for clarification on the documents if required. The bidder should submit written clarification/documents within the stipulated time. The University may accept such clarification and receive documents related to the clarification sought. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the contractor shall be entertained.

3.9 Cartel formation/Pool Rates: Cartel formation or quotation of pool/coordinated rates leading to “Appreciable Adverse effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended by Competition(Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per the Section-4.

3.10 Negotiations: Normally, there would be no negotiation including price negotiation after financial bid opening. But the Competent Authority, IGDTUW, reserves its right to negotiate with the lowest acceptable contractor (L1) under special circumstances in accordance with CVC guidelines before award of contract/order.

3.11 Award of Contract:

3.11.1 Contract Award criteria: An order/contract will be awarded to the lowest evaluated responsive Tenderer (L-1 tenderer) on the terms and conditions laid down in this tender/negotiated as per rule before notification of award of contract/order.

Competent Authority, reserves the option of giving purchase/price preference to the offer from Central / State Government Public sector undertakings in accordance with the policy of Govt. of India.

3.11.2 Notification of award / Acceptance of offer: Indira Gandhi Delhi Technical University for Women, Kashmere Gate Delhi 110006 will notify the successful tenderer in writing that its tender for supply of work/service has been accepted.

The successful tenderer / representative shall be personally present to accept the letter of notification of award by the University.

The communication of notification of award sent by University to the successful tenderer shall be treated to be complete as against the tenderer where it is put in the transmission to him/her so as to be out of the power of the Institute. The responsibility entirely lies on the tenderer to collect the letter of notification of award released by the University & respond to it. Until a formal contract is executed, this tender with written acceptance from purchaser thereof shall constitute a binding contract between the parties.

The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and a binding.

3.11.3 Conclusion of contract: The successful tenderer must furnish the required performance security within 2 working days from the date of issue of notification of award as per Section-4 to conclude the contract and shall execute the agreement on stamp paper of Rs100/- within a period of 2 working days.

3.11.4 Safety and Security: Safety and Security of workers/staff, material, equipments, etc. will be the responsibility of the contractor. The university will not be held responsible on this account. The tenderer will also be required to sign/ approve a document stating that the cargo contains non-dangerous goods as annexure-5.

The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:

(a) Amend the scope and value of contract to the bidder.

(b) Reject any or all the applications without assigning any reason.

Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.

## SECTION - 4

### CONDITIONS OF CONTRACT (CC)

4.1 Definitions, Interpretations and Abbreviations: Terms and expressions not here in defined shall have the meanings assigned to them in the General Clauses Act, 1897 (as amended)/GFR-2005/ guidelines by Finance Dept. Govt. of NCT of Delhi as the case may be. University/IGDTUW means Indira Gandhi Delhi technical University for Women, Kashmere Gate Delhi-. Supplier/contractor means successful tenderer as mentioned in notification of award.

4.2 Definition of Contract & other terms: (a) "Contract" means the invitation to tender, instructions to tenderers, tender, acceptance of tender, particulars & the conditions specified in the acceptance of tender. No variation in the terms of a "concluded contract" can be made without the free consent of the parties. (b) "Acceptance of Tender" means the letter of notification of award by purchaser communicating to the contractor the acceptance of his tender.

4.3 Authority: Registrar & Competent Authority is referred to those of IGDTUW. The Purchaser, Indenter, Consignee, End user, Inspection authority & Paying authority shall be the respective Officers / Committees duly authorized by the Competent Authority of IGDTUW.

4.4 Performance Security (in Indian Rupees only): The successful bidder have to submit a Performance Security Deposit @ 10% of the quoted value (validity: 6 months) in the form of Bank Guarantee /FDR drawn in favor of A/C" Delhi within 2 (two) days of the communication accepting the bid. EMD of successful bidder shall be refunded after submission Performance Security Deposit. The Performance Security Deposit shall be refunded without interest after receiving the vehicle back in university considering due time for procedural formalities.

#### 4.5 Price bearing elements:

4.5.1 The quoted rates shall be in Indian Rupees only, which are inclusive of Amount to be paid to M/S Agility, appropriate forwarding, transit insurance, transportation, loading, unloading, Amount of any local taxes / VAT etc. should be indicated separately in the tender. All applicable Govt. deductions like ESI, TDS etc. shall be applied at prevailing rates, if applied.

4.5.2 Tolerance clause: Competent Authority reserves the right to increase or decrease items / procurement / quantity / service required within plus/minus 15% of tendered, change in terms & conditions & quoted price at any time before conclusion without assigning any reason.

4.5.3 Other factors like term of & period of delivery, guarantee clause and free incidental services etc. that also have bearing on the prices that are prescribed in the following clauses.

#### 4.6 Delivery of services

4.6.1 Terms of delivery: The quoted rates shall be in Indian Rupees only delivery at sites mentioned.

4.6.2 Delivery, period & schedules: The vehicle must reach Singapore port on 6<sup>th</sup> to 8<sup>th</sup> March, 2017 via air freight and must be shipped back to IGDTUW, Kashmere Gate on 20<sup>th</sup> – 30<sup>th</sup> March 2017. The vehicle is to be air lifted from Delhi to Singapore, where after it will be handled by the official partners of Shell Eco Marathon Asia -'M/S Agility, No 5, Changi North Way, 3<sup>rd</sup> Floor, Singapore, 498771, # 65000250, E Mail: [fairs@agility.com](mailto:fairs@agility.com)'. As per the guidelines of the competition, 'M/s Agility No 5, Changi North Way, 3<sup>rd</sup> Floor, Singapore, 498771, # 65000250, E Mail: [fairs@agility.com](mailto:fairs@agility.com)' will handle the transfer of the vehicle to the venue of competition. The executer of the tender will be required to coordinate with 'M/s Agility ' to ensure that the vehicle reaches venue in time and there are no delays. The tenderer will also be required to coordinate with Agility in terms of the payment procedures and make all payment to them.

#### 4.7.2 Assignment / Sub contracts:

The contractor shall not assign either in contractual duties/responsibilities and obligations to perform the contract to any third party, the responsibility of fulfilling the contractual remain with the contractor only.

#### 4.8 Payment terms:

Payment for services shall be made by IGDTUW, in Indian Rupees as follows.

4.8.1 Payment will be made after successful and satisfactory completion of shipment back to University.

4.8.2 The contractor has the entire responsibility of collecting/receiving satisfactory completion report from the end user and submitting it along with bills in triplicate at the paying authority.

4.8.3 No advance payment will be made under any circumstances.

Amendment / modification of contract: If necessary, the university may notify the contractor regarding modification / amendment of terms & conditions of the contract, by a written order not amounting to either increase or decrease in the accepted prices. Default/Delay/penalties.

4.8.4 Default after opening of tenders: EMD of tenderer may be forfeited in case the tenderer withdraws/ modifies / alters / amends its tender or impairs or derogates from the tender in any respect after the due date of tender & within the period of validity of tenders.

4.8.5 Default after notification of award of contract: EMD of successful

tenderer will be forfeited in case

- (i) The successful tenderer does not furnish Performance security within prescribed time as per tender terms & notification of award of contract or
- (ii) The successful tenderer responds to the notification of award without performance security but with fresh condition/terms other than the ones in the tender/negotiated as per rule before such notification
- (iii) Submission of misleading / contradictory / false statement or information and fabricated / invalid documents is detected after notification of award of contract/order.

4.8.6 Default after furnishing of Performance security: In the event of any loss due to contractor's failure to fulfil the contractual obligations etc., the performance security will compensate the loss i.e. the Competent Authority; IGDTUW will deduct the amount from performance security and release the balance amount as stipulated.

4.8.7 Submission Of Misleading/ False Documents: The Performance Security of the contractor will be forfeited with termination of contract if submission of misleading / contradictory / false statement or information and fabricated / invalid documents is detected after award of contract/order.

4.8.8 For Non supply of service: The Performance Security of the contractor will be forfeited with termination of contract. If neither delivery of goods has been made nor prior extension of date for supply has been obtained. The Institute may also impose a penalty and/or blacklist the Contractor.

The condition of the vehicle will be assessed by representative(s) of the University (Team Captain and 2 other team members) at Singapore Airport & the shipment will be assessed by the Faculty Adviser and the Team Captain in College Campus (IGDTUW, Kashmere Gate).

The shipment is to be packed in front of the Team Captain and any other member of the Team and is to be delivered in acceptable condition at above two receiving locations, that is -

- a) None of the parts of the vehicle must be damaged;
- b) The crate should be completely sealed;
- c) The shipment is not in the same condition as that when packed.

In case the shipment is not received in an acceptable condition a penalty equivalent to the loss (as assessed by team captain & another team member) will be imposed upon the Service Provider (Maximum of 50% of the cost of Cargo i.e 50% of Rs. 2,00,000.00 that is Rs 1.0 Lakh will be imposed).

For delayed supply of service: The delayed supply of service, for which prior approval for extension of date for supply has not been obtained, will also be faced with same consequences as above clause 4.8.8.



4.8.9 Termination for Insolvency: If the contractor becomes bankrupt or otherwise insolvent, the Institute, reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation, whatsoever, to the contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have been accrued and / or will accrue thereafter to the University.

4.8.10 Force Majeure: In the event of any unforeseen circumstances directly interfering with the supply of service arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, except those which had occurred under any other clause of this contract prior to such termination.

4.9 Code of ethics: The Institute, as well as the Bidder under the contract shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the tenderers /contractors are found in Bid pooling or against law against fraud and corruption then their firms may be black listed.

4.10 Resolution of disputes/arbitration/jurisdiction: In case of any difference/dispute between the University and the contractor arising relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the Parties fail to resolve within 21 days of its occurrence, then either party may seek to refer the dispute for sole arbitration by any person to be nominated by the Competent Authority, Indira Gandhi Delhi Technical University, Kashmere Gate, Delhi. The award of the arbitrator so appointed shall be final and binding on both the parties. However during the arbitration proceedings the parties shall not delay or postpone the performance of their respective obligations pursuant to the contract. The courts of place from where the notification of award is issued shall alone have the jurisdiction to decide any dispute, court jurisdiction shall be Delhi.

**ANNEXURE - 1**

Undertaking (Commercial capability)  
(To be submitted in Technical bid)

Tender ID:

Date:

Sir,

I/we undertake, certify & declare the following-

1. We have carefully read and understood all terms and conditions/instructions elaborated in all the sections including IT, CC & annexure of this Tender document and we shall abide by them. Also our organization is not blacklisted by any Govt. Department/ Autonomous body/PSU etc.
2. We are the .....shipment company of the service required as per this tender document & our Annual average financial turnover during the last three financial years (2013-14, 2014-15, 2015-16) in the books of accounts is Rs.....
3. As per clause-2.2.following are the details of three similar natures of works.

S. No.	Name of Customer/ Address/ phone	Cost (in Rs.)	Brief description
1			
2			
3			

4. Our valid
  - i) PAN No. is.....valid upto.....
  - ii) Service Tax No. is.....valid upto.....

Latest ITR return is filed in the name of.....

5. Latest VAT/Sales tax return/Service tax return is filed in the name of.....
6. The name of Proprietor is Mr./Ms.....
7. We authorize Mr./Ms.....having designation of .....to sign this offer/tender.

.....  
(Signature with date, name and designation)

For and on behalf of M/s.....

(Name, Address & Telephone No & seal of the Tenderer

Annexure-2

Undertaking (Technical  
capability) (To Be Submitted  
in Technical Bid)

Tender ID:

Date:

Sir,

I/we undertake, certify & declare the following-

1. If our tender is accepted, we undertake to supply the service with required specification and perform the services in accordance to the terms & conditions in this tender document including the delivery schedule.

2. Our company/product  
has.....Certification. (Optional)

3. The details of our local service facility nearest to Delhi/New Delhi/NCR is

.....  
.  
.....

(Responsible person, Name, Complete address, telephone no's, e-mail I.D. etc.)

4. The details of Mode of dispatch are...

.....  
.....  
.....

.....  
(Signature with date, name and designation)

For and on behalf of

M/s.....

(Name, Address & Telephone No & seal of the Tenderer)

Annexure-3

Technical Compliance Statement  
(To Be Submitted in Technical Bid on Letter  
Head)

Tender ID:

Date:

Note:

Tenderer should indicate "Yes" i.e meets OR "No" i.e. doesn't meet under appropriate column in the Technical Compliance Statement.

S. No.	Tender Technical Specifications (yes / No)	Deviation(s) from Tender Specifications, if any (in unambiguous Terms )

Yours faithfully

.....

.....

(Signature with date, name and designation)

For and on behalf of

M/s.....

(Name, Address & Telephone No & seal of the Tenderer)

**Annexure-4**  
**Checklist for Technical Bid**  
**Evaluation (To Be Submitted in**  
**Technical Bid)**

Tender ID:

Date:

(Note: Please ensure that the following requirements are complied with)

S. No.	Information to be provided	To be filled by the Bidder		For office use
		Fill particulars	Reason for not filling	
1	Original instrument of EMD No. .... Dated. ....of Amount Rs ..... is submitted in	Yes/NO		
2	copy of latest Income Tax Return (ITR) is submitted			
3	copy of latest VAT/Sale tax/service tax Return is submitted			
4	copies of audited accounts Showing Annual financial turnover for the last three years (2013-14, 2014-15 and 2015-16) is submitted copies of 'Work Orders with work completion certificates' .			
6	submitted copies of Annexure 1,2, 3, and 4 duly filled and signed are submitted			
7	Average Annual turnover for last 3 years ending March 2016 is Rs.-----& submitted			
8	Minimum Work experience criteria as per clause- 2.2.3 is met			

Note: Original copies of all requisite documents must be produced for verification of the information provided whenever called for.

Yours faithfully

.....

.....

(Signature with date, name and designation)

For and on behalf of

M/s.....

(Name, Address & Telephone No & seal of the Tenderer)

Annexure – 5

(Certificate for non-dangerous  
goods) Tender ID:

Date:

CERTIFICATION FOR NON-DANGEROUS GOODS (NON-  
HAZARDOUS)

I, hereby certify that the above-mentioned caption goods are non-hazardous materials for Air, Land, or Sea transportation in any nature. The consignment is fully described by proper shipping name and packed, marked and in proper condition for carriage by Air, Land or Sea. I further hereby certify that the consignment is not classified as Dangerous Goods under the current edition of IATA Dangerous Goods regulations and all applicable carriers and governmental regulations.

I also acknowledge that I may be liable for damages resulting from any misstatement or omission and I further agree that any air carriers involved in the carriage of this consignment may rely upon this certification.

Name:

Designation:

Company Name:

Address:

Signature of Shipper & Company stamp

Date:

At Place: