PUNJAB TECHNICAL UNIVERSITY,

1. NOTICE INVITING TENDER FOR HIRING OF BUSES.

Sealed Tenders are invited from reputed and established Bus Operators for supply of Buses on monthly requirement basis for a period of one year or as specified in the letter communicating acceptance of tender/Award of work.

The total annual estimated cost of hiring will be about Rs. 11,00,000/- per bus (Eleven Lac Only). This is only estimation. The actual amount shall depend upon actual use of hired vehicles on requirement basis. The method of submission of tender, amounts of Earnest Money/Security Deposit and General Terms and Conditions applicable to contract has been mentioned in Annexure-I. The work is to be performed strictly as per parameters/technical specifications given in Part-I of Annexure-II. The special terms and conditions specific to the contract have been mentioned in Part-II of Annexure-II. The proforma for submission of tender has been given in Annexure-III (for Technical Bid) and Annexure-IV (for Commercial Bid) to this Notice Inviting Tender. The schedule of tender is given as under.

2. Schedule of Tender

Last Date & Time of Receipt 29.03.2011. upto 12.30 PM of Tender

Amount of Earnest Money Deposit as per Clause 3 of Annexure-I: (Rs.25,000/- per bus (Rupees Twenty Five Thousand Only) in the shape of Demand draft of any scheduled Bank.)

Date & time of opening

The Bids Technical Bid 29.3.2011 at 12.30 PM Financial Bid 29.3.2011 at 03:00 PM

Tender Venue : Office of the Dy.Registrar (Gen. Admn.)

The Tender document along with terms and conditions can be had from Punjab Technical University, Jalandhar on payment of Rs.1000/-(One Thousand Only) in form of Cash/Demand Draft issued in favour of **Registrar**, **PTU**, on any working day.

The tender document can also be downloaded from the website PTU (www.ptu.ac.in). The tenderers who download the tender document from the website should furnish a separate draft for Rs. 1000/-(One Thousand Only) in form of Demand Draft issued in favour of Registrar, PTU towards the cost of the tender document.

The tenders complete in all respect must be reach in this office before date and time indicated in the schedule of tender in para.2 above. The tenders received after the scheduled date and time will be rejected out rightly. The tenders may be sent by registered post/or submitted in the dispatch /Reception of Punjab Technical University, Kapurthala Campus, Jalandhar-Kapurthala Road, so as to reach before or on 29/03/2011 up to 2.30 pm. The University will not be responsible for any postal delay. Only one tender should be kept in one cover.

Registrar

ANNEXURE-I

PUNJAB TECHNICAL UNIVERSITY Tender for Hiring Buses

GENERAL TERMS AND CONDITIONS

Sub: Tender for "Hiring of Buses"

- 1. Parties:- The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and Punjab Technical University
- 2. Addresses:- For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Punjab Technical University. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Earnest Money:

- 3.1 Earnest Money of Rs. 25,000/- per bus (in words-Rupees Twenty Five Thousand only) in the form of demand draft of any scheduled bank must be deposited by bidders along with their duly filled up tenders documents. The demand draft shall be in favour of **Registrar**, **Punjab Technical University**,
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the University in respect of any previous work will be entertained.
- 3.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank quarantee/demand draft will be forfeited.
- **3.4** The tenders without Earnest Money will be summarily rejected.

4. Preparation and Submission of Tender:

The tender should be submitted in three parts namely Technical Bid (in form given in Annexure-III) Commercial Bid and Earnest Money deposit Proof placed in separate cover (in form given in Annexure-IV) and each should be kept in a separate wax sealed cover. All the covers should be kept in another sealed cover addressed to the undersigned. The outer cover envelope containing wax sealed cover should bear the address of Tenderer. The inner three covers should be super scribed with subject of Tender, whether the cover is containing "Technical Bid" or "Commercial Bid" or Earnest Money.

The outer cover should be super scribed with the words" Tender for Hiring of Buses"

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:-

- (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the Partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

N.B.

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the University may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS TENDER DOCUMENT. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Department of Telecom if necessary.)

6. Technical Bid:

6.1 The Technical bid should be submitted in forms given in Annexure-II & III along with the Bank Guarantee/ Demand Draft of Rs. 25,000/- per bus along

with, Copy of PAN Number issued in favour of the firm, and any other information sought for in the last section of the Annexure-III.

7. Commercial Bid:

- 7.1 The Commercial Bid should be submitted in the form given in Annexure IV in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers who are found technically competent, will be opened on a specified date and time to be intimated to the respective tenderer.
- **7.2** The rate to be quoted for Buses on per day. The rates quoted shall be inclusive of all taxes, toll tax etc.
- **7.3** Nothing extra will be paid towards taxes, if tax rates are increased during the currency of contract.
- **7.4** Terms of payment as stated in the Tender Documents shall be final.
- 7.5 If the Buses are used on Holidays then proportional rate may be given.

8. Validity of the Bids:

The bids shall be valid for a period of 365 days from the date of first supply order of the tenders.

9. Opening of Tender:

The tenderer is at liberty either himself or authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

10. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure-II & III and then on the basis of commercial information furnished in form given in Annexure-IV. The Commercial bid (Annexure-IV) of such firms found valid based on technical parameters (as per annexure-III) will be opened on the date, time and venue to be announced after opening of the Technical Bid. L1 bidders will be decided separately for all the categories i.e. vehicle on daily and monthly requirement basis. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in Part-II of Annexure-II of this NIT.

11. Right of Acceptance:

- 11.1 The Registrar, Punjab Technical University, reserves all rights to reject any tender including of those tenderes who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Registrar, Punjab Technical University in this regard shall be final and binding.
- 11.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

12. Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender.

13. Security Deposit:

- 13.1 The earnest money deposited by successful tenderer will be converted to bank guarantee of Rs. 25,000/- per bus (Rupees Twenty Five Thousand only)
- 13.2 The Bank Guarantee can be forfeited by order of the Registrar, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee/demand draft as may be considered by the Registrar, Punjab Technical University sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

14. Penalty:

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of buses from the market in the event of Contractor failing to provide requisitioned buses or not providing buses in time, The Registrar, Punjab Technical University shall make deductions at double the rate of Hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Punjab Technical University.

(b) The powers of the Registrar, PTU under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 14 above.

15. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this University in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed.

16. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party.

17. The tender is non transferable.

18. Terms of payment:

- 18.1 payment shall be made neither in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- 18.2 The contractor shall submit the bills at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- 18.3 All payments shall be made by cheques only.
- 18.4 Registrar, PTU shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
- The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- 18.6 Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II.

19. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attamps for the conditions do not yield any results with in a period of 30 days, either of the parties may make a request to other party for submission of the depute for decision by an arbitral tribunal condition a sole arbitrator to be appointed by university the provision of arbitration and conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Annexure - II

PUNJAB TECHNICAL UNIVERSITY NOTICE INVITING TENDER FOR HIRING BUSES ANNEXURE-II

PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

Sub: Tender for "Hiring Buses"

PART-I

Pre Qualification Creteria

- Bus Operators should have three years experience of supply of buses in central govt. / Govt. / Semi- Govt. / public sector/reputed Institutions (Attach Proof).
- 2. The Bus operator should have average annual turnover of at least 11 Lacs (for the last three financial year) attach proof.
- 3. The Bus operator should have PAN No. in his or in the name of firm (attach attested photocopy).

Registrar

PUNJAB TECHNICAL UNIVERSITY

NOTICE INVITING TENDER FOR HIRING BUSES

PART-II SPECIAL TERMS AND CONDITIONS

- 1. The buses will be required by the University for its Staff to travel from Ludhiana & Amritsar to University Campus and back, daily (Monday to Friday) rates may be quoted as under:
 - (I) PTU Campus to Subhanpur & Back
 - (II) PTU Campus to Beas & Back
 - (III) PTU Campus to Amritsar & Back
 - (IV) PTU Campus to Ramamandi & Back
 - (V) PTU Campus to Phagwara & Back
 - (VI) PTU Campus to Ludhiana & Back
- 2. Driver should be in proper uniform, the driver should be carrying a mobile phone.
- 3. (i) Buses to be provided by the Contractor should be in perfectly sound Working condition.
 - (ii) Buses should not be more than 03 years old.
- 4. The vehicles registered under Bus Quota only should be provided. Private vehicles shall not be accepted as buses and payment of such vehicles will not be made.
- 5. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/ prices or taxes during the period of contract.
- 6. The period of contract may be extended on the same finalized terms and conditions for a further period up to 1 year at the discretion of the University.
- 7. Rates quoted shall inclusive of all consumable including Diesel.
- 8. Driver should have valid Driving Licence.

Registrar Punjab Technical University

ANNEXURE-III

PUNJAB TECHNICAL UNIVERSITY

TENDER FOR HIRING BUSES

TENDER FORM-I TECHNICAL INFORMATIONS AND UNDERTAKING (See Clause 6 of Annexure-I of this Tender Document)

Address and telephone number:

3.

- 4. Nature of the concern ______ (i.e., Sole Proprietor or Partnership firm or a Company or a Government
- 5. Registration Number of firm _____

Department or a Public Sector Organization.)(Attach Proof.)

- 6. (i) PAN Number of Tenderer/Concern: _______

 (Attested copy should be attached)
- 7. Earnest money / Demand draft No. ______ Dated _____ from bank name______ Amounting to Rs. as Earnest Money Deposit.
- 8. Annual turnover of firm(Attach Proof.)
- Whether each page of Tender Annexure have been signed and stamped.
 YES / NO
- List of Important Organizations with address and Telephone number to whom Bus services have been provided during the last three years with period of contract to be enclosed
- 11. Any other information important in the opinion of the tenderer.

Dated :	(Dated Signature of Tenderer
Place :	With stamps of the firm)

UNDERTAKING

- 1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the PTU and shall abide by them.
- 2. I/We also undertake that I/we have understood "Parameters and Technical Specifications for conducting the Work" mentioned in Annexure- II and shall conduct the work strictly as per these parameter and 3.
- 3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated:	(Dated Signature of Tenderer
Place :	With stamps of the firm)

ANNEXURE-IV

PUNJAB TECHNICAL UNIVERSITY

Tender for Hiring of Buses

Financial Bid

Schedule-A

Sr no	Description	Rates to be quoted (Inclusive of all Taxes)
		Rates on Monthly basis
1	52 seater bus from Amritsar to PTU Campus & Back	
2	52 seater bus from Beas to PTU Campus & Back	
3	52 seater bus from Subhanpur to PTU Campus & Back	
4	32 seater bus from Amritsar to PTU Campus & Back	
5	32 seater bus from Beas to PTU Campus & Back	
6	32 seater bus from Subhanpur to PTU Campus & Back	

Schedule-B

Sr no	Description	Rates to be quoted (Inclusive of all Taxes)
		Rates on Monthly basis
7	52 seater bus from Ludhiana to PTU Campus & Back	
8	52 seater bus from Phagwara to PTU Campus & Back	
9	52 seater bus from Ramamandi to PTU Campus & Back	
10	32 seater bus from Ludhiana to PTU Campus & Back	
11	32 seater bus from Phagwara to PTU Campus & Back	
12	32 seater bus from Ramamandi to PTU Campus & Back	

Note:

1. Out of column 1 to 6 only one bus will be operated

- Out of column 7 to 12 only one bus will be operated
 Contractor must quote all the items of one schedule. However, he has the option to quote either for schedule A or schedule B or both the schedules.