

DELHI JUDICIAL ACADEMY

(High Court of Delhi)

SECTOR – 14, DWARKA

NEW DELHI – 110078

Phone No.: 011-28036687, Fax No. : 011-28036683, E-Mail: dja@nic.in

Tender id = 2018_DJA_149866_1

ESTIMATED COST : Rs.6,50,000/-

EARNEST MONEY DEPOSIT : Rs. 13,000/-

**NOTICE INVITING TENDERS FROM TOUR OPERATORS FOR ENVIRONMENT
AWARENESS & STRESS MANAGEMENT RETREAT
(11th-13th May, 2018)**

1. INVITATION TO BIDDERS

Delhi Judicial Academy invites tenders from established Tour Operators to make boarding, lodging, sightseeing and travel arrangements for 35 Judicial Officers of Delhi District Judiciary, faculty and staff of Delhi Judicial Academy for their retreat at Dharamshala, Himachal Pradesh from 11th -13th May, 2018 as per the details provided in this Tender Document.

2. BIDDING PROCESS SCHEDULE

1.	Mode of Tendering (Online)	Two-Bid System i.e. Technical Bid and Financial Bid
2.	Last Date & Time for Submission of Bids along with EMD online	03-05-2018 upto 11:00 AM
3.	Last Date & Time for Submission of Documents in Tender Box at the Delhi Judicial Academy	03-05-2018 upto 11:30 AM
4.	Date & Time for Opening of Technical Bids & Tender Box	03-05-2018 at 03:30 PM

3. AVAILABILITY OF TENDER DOCUMENT

The Tender Document can be downloaded from the e-procurement website of Govt. of NCT of Delhi i.e. <https://govtprocurement.delhi.gov.in> and the website of Delhi Judicial Academy (judicialacademy.nic.in).

4.

ITINERARY FOR THE RETREAT

(Dharamshala, Himachal Pradesh)

DATE	ITINERARY
Day – 1 10.05.2018 (Thursday)	Depart from Patiala House Courts by Volvo Bus at around 09.00 p.m. Dinner en route at some good restaurant.
Day – 2 11.05.2018 (Friday)	Halt for breakfast and freshen up en route Check into the Hotel/Resort at Dharamshala After lunch, tour of Macleodganj and Dharamshala. Visit War Memorial, Cricket Stadium, Bhagsu Fall and Temple, Monastery , Tibetan School and Tibetan Market at Macleodganj Evening return to the hotel for dinner and night stay
Day – 3 12.05.2018 (Saturday)	Breakfast at Hotel Full day tour in coach to Chamunda ji shaktipeeth. Visit Baijnath the Famous Shiva Temple (Jyotrlinga). Visit Palampur famous for tea estate, Neugal water body and Capt. Saurabh Kalia amusement park Lunch at Palampur Evening return to Dharamshala for dinner and night stay
Day – 4 13.05.2018 (Sunday)	Breakfast at hotel and check out from hotel Visit Kangra Fort and Bhakra Nangal dam After Lunch, depart for Delhi by Volvo Bus Tea, Coffee & Dinner at some good restaurant on the way Arrive Delhi at around 10.00 p.m.

Note: Minor changes can be made on the spot with regard to the sightseeing itinerary depending upon the interest of the group

SCOPE OF WORK:

All Tour Operators bidding for the Contract may note the following scope of work:

(i) *Availability of vehicle:*

Volvo Bus shall remain available at Patiala House Court on 10.05.2018 at 08:00 p.m.

(ii) *Number of Vehicle and category:*

One 40 Seater Volvo Bus from Delhi and back and 7 Innovas for sightseeing at Himachal Pradesh.

(iii) *Hotel category:*

Four star Hotel / Resort with equivalent facilities including recreational facilities.

(iv) *Number of Rooms:*

Five Rooms on single occupancy basis and remaining on twin sharing basis with two separate beds.

(v) *Food during the Tour:*

Food to be served shall be both vegetarian and non-vegetarian.

Tour Operator shall be required to make arrangement for breakfast, pre-lunch tea/ coffee with light snacks, lunch, afternoon/ evening tea with snacks with pakoras etc. and dinner, at the hotel or en-route at some good restaurant as the case may be.

Provision shall be made for sufficient drinking water in the vehicles and also cold drinks/packaged juices and light packaged snacks while travelling.

(vi) *Sightseeing, entrance fees etc:*

All arrangement for sightseeing at Dharamshala, Mcleodganj (War Memorial, Cricket Stadium, Bhagsu Fall and Temple, Monastery , Tibetan School and Tibetan Market), Chamunda ji shaktipeeth. Baijnath Temple (Jyotrlinga), Palampur tea estate, Neugal water body and Capt. Saurabh Kalia amusement park, Kangra Fort and Bhakra Nangal dam shall be made by the Tour Operator. This shall include hiring of sufficient number of guides, considering the size of the group and payments to be made to them, payment of entrance fees, wherever required, at forts, palaces, temples, museums, parks etc, payments for boating, tolls and parking charges etc, as per the itinerary.

(vii) *Medical Emergencies:*

Proper arrangement shall be made for a first aid box in each vehicle. Tour Operator shall also keep a list of all nearby hospitals and ambulance service providers with their numbers to meet any medical emergency

Note: It is made clear that in case of diversion of routes because of any reason, no extra cost shall be payable.

5. STAFF OF TOUR OPERATOR ON VEHICLE:

The Tour Operator shall depute one Tour Coordinator, capable of taking independent decisions wherever required and also depute sufficient number of staff to remain with the Touring Officers throughout the journey to take care of logistics and supervising the entire arrangement.

6. COURSE COORDINATOR:

Academy will depute one of its officers as the Course Coordinator for the Tour.

7. INSTRUCTIONS OF THE COURSE COORDINATOR TO BE FOLLOWED

The Tour Coordinator shall be bound to follow the instructions of the Course Coordinator wherever it may become necessary to give such instructions for the smooth conduct of the Tour.

The Course Coordinator shall also be within his/her right to change the Food Menu at any point of time, with sufficient notice to the Tour Coordinator whenever he/she may consider it so necessary.

8. BREAKDOWN OF VEHICLES :

In case of breakdown of any of the vehicles, the Tour Operator shall arrange for the replacement of such vehicle(s) by a vehicle, as far as possible, of the same category.

9. ELIGIBILITY CRITERIA:

- (i) Tour Operator shall have turnover of at least Rs. 10 Lakhs in each of the last two financial years i.e. 2015-2016 & 2016-2017.
- (ii) Tour Operator shall have a valid PAN & GST Number.
- (iii) Tour Operator should not have been black listed by any State/ Central Government/ PSU/ Autonomous Body
- (iv) Tour Operator, in case of it being a Private Tour Operator, preferably be on the approved list of Tour Operators of Indian Tourism Development Corporation, Delhi Tourism Development Corporation or any State Tourism Development Corporation/ Undertaking.

None of the above condition, however, would apply in case the Tour Operator happens to be Indian Tourism Development Corporation, Delhi Tourism Development Corporation or any other State Development Tourism Corporation/ Undertaking.

10. PENALTY CLAUSE

In case the services provided by the Tour Operator are found to be deficient, the Academy shall be within its right to impose any penalty/ recover compensation/ not to make the payment to the extent it may consider necessary, taking into consideration the nature of the deficiency. The decision of the Chairperson, Delhi Judicial Academy shall be final in this regard.

11. ONE BID PER TOUR OPERATOR:

Each Bidder shall submit only one tender. If it is found that any Bidder has filed another Bid in some other name or through some other Partner or Director or close relative, like son/daughter/spouse or parents, all such Bids shall be rejected.

12. SUBMISSION OF BID:

The evaluation of the tender would involve two stages of scrutiny:

(i) TECHNICAL BID:

The Technical Bid is required to be uploaded in form **Annexure 'B'** along with the scanned copies of the following documents / details:-

1. Technical Bid in the form as given in **Annexure 'B'**.
2. Information in the form as given in **Annexure 'A'**
3. EMD as demanded in the NIT or exemption certificate, if any.
4. Registration Certificate under the Indian Partnership Act or Companies Act, as the case may be. In case of a proprietorship Firm, any certificate under law which may show it to be a business entity.
5. PAN
6. VAT/ Service Tax Returns filed during the F.Y.2016-17.
7. Statement showing minimum annual turnover at least Rs.10 Lakhs in each of the last two financial year 2015-16 & 2016-17 attested by a Chartered Accountant as per **Annexure 'E'**.
8. Income Tax Returns for the two Assessment Years – 2016-17 & 2017-18
9. Registration Certificate for GST.
10. Undertaking in the form of **Annexure C'**.

- **The Tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.**

(ii) FINANCIAL BID:

Financial Bid shall be uploaded in the standard form '**Annexure D'**'. The rates should be quoted in Indian Currency clearly in figures as well as in words. In case of any difference, the rates quoted in words shall be treated as final.

(iii) **DOCUMENTS TO BE SUBMITTED OFFLINE:**

The Bidder shall deposit the following documents in the tender box kept at the reception counter of Delhi Judicial Academy on or before the date and time given for the submission of Tender:-

- a. EMD in a sealed cover, and
- b. Undertaking as per Annexure 'C', in a separate envelope.

(iv) **BID SECURITY/EMD:**

- a) The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs.13000/- (Rupees Thirteen Thousand Only)** in the form of Fixed Deposit Receipt / Term Deposit Receipt (from a Nationalized / Scheduled Commercial Bank in favour of "DDO, Delhi Judicial Academy, New Delhi" in a sealed envelope, in the tender box kept at the Reception Counter of Delhi Judicial Academy. The Bid Security will remain valid for a period of six months from the last date of submission of Tender.
- b) Tender shall be rejected if it is uploaded without a copy of Bid Security or the Bid Security is not submitted in original as stated above.
- c) Bid Securities of the unsuccessful Bidders will be returned to them at the earliest after the completion of the tendering process.
- d) Bid security of the successful Bidder shall be returned on the receipt of Performance Security and signing the Contract.
- e) Bid Security shall be forfeited if the Bidder withdraws Bid during the period of Tender validity.
- f) Bid Security shall be forfeited if the successful Bidder neglects or refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Academy or violate any other terms & conditions of the tender.

(v) **HOW TO SUBMIT THE BIDS**

The Bid shall be submitted in two stages viz (i) *Technical Bid* (ii) *Financial Bid*. The Technical Bid, with all the supporting documents and Financial Bid should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in

(vi) **NO REQUIREMENT OF TECHNICAL BID FOR STATE AGENCIES:**

Indian Tourism Development Corporation, Delhi Tourism Development Corporation or any of the State Tourism Development Corporation/ Undertakings exempted from participating in the Technical Bid. Their participation shall only be confined to Financial Bids. However, the information as per **Annexure 'A'** is required to be furnished by them.

13. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Delhi Judicial Academy is not bound to accept the lowest or any bid and may at any time without notice terminate the tendering process.

14. EVALUATION OF BIDS:

- (i) The bids of eligible Tour Operators, who qualify the technical evaluation, will be considered for financial evaluation.
- (ii) The contract will be awarded to the Tour Operator who is found to have quoted lowest price (L1) in the financial bid.
- (iii) If, the price quoted by more than one Tour Operator are found to be lowest i.e. **L1**, then the contract will be awarded to the Tour Operator having more experience in conducting such tours. The decision of Delhi Judicial Academy in this regard will be final and binding.
- (iv) The Tour Operator whose consolidated rates are accepted will have to deposit a performance security of 5% of the total contract value at the time of signing of the contract in the shape of fixed deposit receipt of any commercial bank in favour of DDO, Delhi Judicial Academy, payable at New Delhi. It shall remain valid or open till all obligations under the contract have been discharged. In the event of breach/ violation or contravention of any terms and conditions contained herein by the Tour Operator, to whom the contract has been awarded, the said security deposit shall be forfeited by the Academy and such Tour Operator shall be blacklisted in addition to the termination of the contract.

15. ADVANCE AMOUNT:

If the Tour Operator belongs to the private sector, not more than 30% of the total costs shall be granted as an advance against the bank guarantee of a nationalized bank in the name of “**DDO, Delhi Judicial Academy**” submitted by the tour operator. It should remain valid for a period of 60 days beyond the date of completion of tour. The remaining amount shall be paid at the end of the tour on submission of invoice(s)/bill(s) by the tour operator. Bank Guarantee shall be released after completion of Tour.

16. STATUTORY OBLIGATIONS:

The Tour Operator shall be responsible for the compliance of all the rules and regulations.

17. NO LIABILITY OF ACADEMY IN CASE OF ANY LOSS ETC.

The Academy shall not be liable for any compensation for any loss which Tour Operator may suffer because of negligence/ mis-happening or violation of any rule or regulation on the part of Tour Operator or its staff/ employee.

18. DISPUTES

In case of any dispute relating to any matter arising out of the contract executed between the parties, the Tour Operator shall before taking any legal action approach the Chairperson, Delhi Judicial Academy and in his / her absence Director (Academics) Delhi Judicial Academy for amicable resolution of the disputes. In case the dispute is not resolved, parties shall approach the Delhi High Court Mediation Centre for the amicable resolution of Dispute by way of Mediation or Conciliation. In case of the non settlement of the Dispute through Mediation or Conciliation, the Dispute shall be referred to Delhi High Court Arbitration Centre for Arbitration. It is only if the above efforts fail that the parties can approach the Court for the adjudication of the Dispute.

19. RELEASE OF PAYMENT:

The Academy shall, on the successful completion of the tour, try to release the payment, after deduction of statutory liabilities and penalties/ Compensation/ non-payment of money for deficient services (if any) within one month after the submission of pre –receipted bill(s) along with all the necessary documents etc. However, in case of any delay, no interest shall be payable by the Academy thereon.

20. EXECUTION OF AGREEMENT AFTER THE AWARD OF CONTRACT:

The Successful Bidder shall sign an agreement with the Delhi Judicial Academy without any delay on a stamp paper of Rs. 100/- in terms of the present Tender Document and draft agreement as given in **Annexure 'F'**.

ANNEXURE 'A'

INFORMATION TO BE PROVIDED ONLY BY THE AGENCIES THAT ARE EXEMPTED FROM PARTICIPATION IN THE TECHNICAL BID

S.No.	Particulars	Details
1.	Name of the Proprietorship Firm / Partnership Firm / Company / Organization Business Address(es) / Registered Address: Phone No. Email Address(es): Permanent Account Number (PAN)	
2.	Name(s) of the partner(s)/proprietor(s)/Director(s): Address(es) Residential Address(es) correspondence: Mobile No. Email Address(es):	
3.	Name of authorized person to sign the Tender Document and represent the Bidder during tendering process: (in case the tender document is not being signed by Proprietor/Partner/Director) _____ Designation _____ Telephone & Mobile No. _____ E-mail ID _____ Specimen Signatures of the authorized person _____ Recent Photograph (attested by Proprietor/Partner/Director)	
4.	Any other information considered necessary but not included above.	

TECHNICAL BID FORM

Sl.No.	Particulars	Details
1.	<p>Name of the Proprietorship Firm / Partnership Firm / Company / Organization</p> <p>Business Address(es) / Registered Address:</p> <p>Phone No.</p> <p>Email Address(es):</p> <p>Permanent Account Number (PAN)</p> <p>GST No.</p> <p>Earlier VAT No./ Service Tax Number</p> <p>Partnership Registration No./Registration No. under Companies Act. In case of Proprietorship Firms any Certificate under law showing it to be Business Entity:</p> <p>Date of Establishment / Registration of Partnership Firm / Company</p>	
2.	<p>Name(s) of the partner(s)/proprietor(s)/Director(s):</p> <p>Address(es)- Residential Address(es)- correspondence:</p> <p>Mobile No.</p> <p>Email Address(es):</p> <p>Registration No as partner(s) / Registration No. as Director (if any):</p> <p>Permanent Account Number (PAN)</p>	
3.	<p>Name of authorized person to sign the Tender Document and represent the Bidder during tendering process: (in case the tender document is not being signed by Proprietor/Partner/Director)</p> <p>_____</p> <p>Designation</p> <p>_____</p> <p>Telephone & Mobile No.</p> <p>_____</p>	

	<p>E-mail ID</p> <hr/> <p>Specimen Signatures of the authorized person</p> <hr/> <p>Recent Photograph (attested by Proprietor/Partner/Director)</p>	
4.	Income Tax Return for two Assessment Years 2016-17 and 2017-18 (Documentary evidence to be attached)	
5.	VAT/Service Tax return filed during the F.Y. 2016-17 (Documentary evidence to be attached)	
6.	EMD details (Amount, Name of the Bank, Branch, Fixed Deposit Receipt No.)	
7.	Any other information considered necessary	

Date:

Stamp, Name & Signature

Undertaking

1. I/We have not been blacklisted / debarred by any of the Government/Autonomous Body/ Public Sector Undertaking in last three years.
2. The information and documents submitted with the bid by me/us are correct and I/we am/are fully responsible for the correctness of the information and documents submitted by us.
3. I/we fully understand that in case any information being furnished is found to incorrect, Academy would be at liberty to forfeit Bid Security/ Performance Guarantee, as the case may be, apart from the termination of contract and to take other suitable action(s) as permissible in Law.
4. I/ We hereby certify that I/We have read the entire tender documents including Annexure 'A' to 'F' appended thereto and I/ we undertake to abide by all the terms and conditions contained therein.

Date:

Stamp, Name & Signature

FORMAT OF FINANCIAL BID

SL.NO.	Description	Amount (In INR) (Rates shall be inclusive of all taxes & levies)
1.	Per Person rate to be charged by the bidder.	Rs..... (Rupees.....)

Signature & Seal of the bidder

***Indian Tourism Development Corporation/ Delhi Tourism Development Corporation/ Other State Tourism Development Corporations are exempted from submitting the Technical Bid.**

**STATEMENT OF ANNUAL TURNOVER
(To be Certified By Chartered Accountant)**

S. No.	Financial Year	Gross Annual Turnover
1.	2015-16	
2.	2016-17	

(Stamp, Name & Signature of Tour Operator)

Certificate by the Chartered Accountant

Certified that the above details of Annual Turnover have been checked and verified by me from the annual accounts of M/s.....

Name of the Chartered Accountant:

Address :

Phone No.:

Seal :

(To be made on Rs 100/- Non-Judicial Stamp Paper)

FORM OF AGREEMENT

This agreement is made on _____ day of _____ (Year)_____ between the Delhi Judicial Academy, Sector-14, Dwarka, New Delhi of the one part, hereinafter called “the Academy” and M/s_____, having its registered office at _____ of the second part, hereinafter called the “Tour Operator” for providing tour operating services to the Academy.

WHEREAS the Academy is desirous to engage a Tour Operator for providing Tour Operating Services to the Delhi Judicial Academy to make boarding and lodging, sightseeing and travel arrangements for Judicial Officers of Delhi District Judiciary, faculty and staff of Delhi Judicial Academy for their retreat at Dharamshala, Himachal Pradesh from 11th-13th May, 2018 , as per the details provided in this Tender Documents on the terms and conditions stated below:

1. The Tour Operator shall be solely responsible for the compliance of provisions of all statutory obligations and other law or laws, as applicable, related to Tour operating services to the Academy. The Academy shall have no liability in this regard.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Letter of acceptance of award of Contract.
 - b. Tender Document/ Notice Inviting Tender
 - c. Technical Bid and Financial Bid submitted by the Tour Operator
 - d. Addendums, if any; and
 - e. Any other documents forming part of the Contract.
3. The tour operator shall be solely responsible for any accident/medical/health related liability/compensation in respect of its employees for any injury suffered by any one of them during the course of their deployment for providing services to the Academy.
4. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any further reference or without waiting for any notice period to be completed.

5. Delhi Judicial Academy shall be at liberty to terminate the Contract during the currency of this agreement at any point of time without assigning any reason.
6. Performance Security furnished in the form of Fixed Deposit Receipt/ Term Deposit Receipt at the time of signing the Agreement shall be returned only after the discharge of all obligations under the Contract and adjustment of outstanding dues against the Tour Operator of any nature against the bills submitted by the Tour Operator or otherwise.
7. There would be no increase in rates payable to the Tour Operator during the contract period.
8. The Tour Operator agrees to comply with any modification made in the Terms and Conditions of this Agreement necessitated to meet any exigency or to give effect to terms and conditions of this Agreement or to correct inadvertent errors, if any.
9. Decision of the Academy in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Tour operator.
10. In case of any dispute relating to any matter arising out of the contract executed between the parties, the Tour Operator shall before taking any legal action approach the Chairperson, Delhi Judicial Academy and in his / her absence Director (Academics) Delhi Judicial Academy for amicable resolution of the disputes. In case the dispute is not resolved, parties shall approach the Delhi High Court Mediation Centre for the amicable resolution of Dispute by way of Mediation or Conciliation. In case of the non settlement of the Dispute through Mediation or Conciliation, the Dispute shall be referred to Delhi High Court Arbitration Centre for Arbitration. It is only if the above efforts fail, that the parties can approach the Court for the adjudication of the Dispute.
11. All disputes shall be subject to the exclusive jurisdiction of courts in Delhi.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in New Delhi in the presence of the witness:

First party
For and on behalf of the Academy

Second Party
For and on Behalf of Tour Operator

Delhi Judicial Academy
Sector – 14 Dwarka
New Delhi – 110078

Witness:- 1.

2.

(Name, Address and Telephone No.)

(Name, Address and Telephone No.)