



# Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in))



## TENDER DOCUMENT

### “FOR HIRING OF TAXI SERVICES (04 SEATER VEHICLE) ON 24X7 BASIS AT IIM KASHIPUR”

### NOTICE INVITING TENDER (NIT) NO. IIMKASHPUR/PUR DEPTT /NIT/ 04 / 2020-21 DATED 23 JUN 2020

1. Bids in sealed cover are invited for rate contract under **Single Bid System** from reputed, experienced and financially sound parties listed in this NIT. Please super scribe the outer cover of the sealed bid as “HIRING OF TAXI SERVICES (04 SEATER VEHICLE) ON 24X7 BASIS AT IIM KASHIPUR”, NIT/04 dated 22 Jun 20 to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.
2. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below –
  - a. Bids/queries to be addressed to: STORE AND PURCHASE OFFICER
  - b. Postal address for sending the Bids:  
  
STORE AND PURCHASE OFFICER  
INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR  
KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR,  
UTTARAKHAND (INDIA) PIN – 244713  
Website: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in)
  - c. Name/Designation of the contact personnel: STORE AND PURCHASE OFFICER
  - d. Telephone numbers of the contact personnel: 91-7088270882, 7900444090 / 321
  - e. e-mail ids of contact personnel: [purchase@iimkashipur.ac.in](mailto:purchase@iimkashipur.ac.in)
  - f. Last date and time of submission of bid: 16 Jul 2020 at 11:00 AM. Any changes of the schedule will be notified on the Institute’s website.
  - g. Date and time of opening of Technical bid: 16 Jul 2020 at 11:30 A.M onwards. Any changes of the schedule will be notified on the Institute’s website. If the date is holiday, the next working day will be the opening date of the tender.
3. **Cost of Bid Document/Tender Fee:** Bidders can download bid document from the website of IIM Kashipur and submit the non-refundable processing fee of ₹ 500/- (Rupees Five Hundred only) in the form of Demand Draft or Banker's Cheque in favour of “Indian Institute of Management, Kashipur”.



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Please note that Tender Fee is not exempted. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

- 4. Tender Value/Estimated Volume of Business:** The bi - yearly total estimated cost/bid value/tender value of the NIT is approximately Rs. 10,00,000/- (Rupees Ten Lakh only). Two years initial and one year extendable on mutual basis on same terms and condition.
- 5. Manner of depositing the Bids:** Sealed Bids should be sent by registered post/courier or in person at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency)
- 6.** The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the NIT, should it become necessary at any stage without giving reasons thereon of withdrawing the NIT. IIM Kashipur reserves the right to reject all the applications without assigning any reasons whatsoever. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
- 7. Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain copy of NIT document duly signed and may be stamped on each page along with Annexure-I and Annexure-II (Rate bid) of the NIT supported by demand drafts (Tender Fees and EMD) as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services.
- 8. Clarification regarding contents of the NIT:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing or telephonically about the clarifications sought not later than two days prior to the date of opening of the Bids.
- 9. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 10. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 11. Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.
- 12. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **30,000/- (Rupees Thirty Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business payable **in favour of "Indian Institute of Management, Kashipur"** payable at Kashipur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any



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interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. Exemptions, if any must be supported with legitimate documents. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

**13. Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of FDR/Bank Guarantee deposit through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to Rs. 50,000 (Rupees Fifty Thousand only) within 30 days of signing of the contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry contract.

**14. Payment Terms** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details on their letter head so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible.

(a) Payments will be made on monthly basis after submission of the ink- signed bills in duplicate duly supported documents for the rate contract done during the month. All extra taxes like GST etc. shall be paid as per the Govt. norms. No advance payment(s) will be made.

**15. Eligibility Criteria**

(a) The Contractor should have a legal status, whether it will be a registered Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well as have registration for tax liabilities GST/income tax others statutory liabilities.

(b) Average Annual turnover of the firm in three years should be greater than or equal to 05 lakhs. (Bidder are mandatorily to furnish relevant documents to support its sound financial status as part of bid submission. Institute will verify the documents submitted by bidder, if required).

(c) The bidder must have at least three years' experience of providing similar type of services and should have **executed one service in last three years** period to any of Central/State Government/PSU's. Documentary proofs for the services rendered with such Central/State Government/PSU's with duration of service shall be furnished. (Bidder to furnish relevant documents in support to establish eligibility as part of bid submission. Institute will verify the documents submitted by bidder, if required)

(e) The Tender Fee is mandatory to be paid along with the bid. EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (**MSEs**) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. Exemptions, if any must be supported with legitimate documents.

(f) There should be no criminal case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted by Central Government/State Government/PSU/any other Institutes. The declaration to such state as incorporated in the bid will be assumed for this purpose.

**16. General Terms and Conditions:**

The rate contract will be for two years starting from the date of awarding the contract. The cost of the Contract shall be valid for initial contract period. The initial contract will be for two years and will be



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extendable for one year on satisfactory performance and mutual consent of both the parties. Proposed date of commencement of the Work/Contract: **01 Aug 2020**.

- i** The vehicles should be New, well-furnished, should be the latest models and not have run more than 1000 kms on the date of entering into the rate contract. The successful bidder has to provide new vehicles after getting a confirmation within 30 days of the signing of the agreement.
- ii** The vehicle provided by the firm / contractor should have valid permit. The vehicle shall be provided at our Institute premises on 24 hours basis.
- iii** The Contractor shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc. of the vehicles. The wages and other costs of the driver shall also be borne by the contractor.
- iv** The Institute shall not be responsible for repairing and maintenance of vehicles including consumables. The Institute will not bear any other charges. In case of break down/servicing/repair, the contractor shall provide alternate vehicle of same Make and model failing which vehicle shall be hired from any other sources at the risk and cost of the contractor.
- v** The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract. *The Contractor shall provide well-behaved drivers essentially/mandatorily in grey uniform.* The Drivers should possess driving licence and knowledge of different routes in Kashipur and nearby areas.
- vi** The contractor shall not employ any person below eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the IIM Kashipur.
- vii** The drivers should strictly follow all the Traffic Rules and Regulations as prescribed by the Govt. Authorities. The Institute will not be responsible for the reimbursement of any charges, charged by Govt. Authorities for violation of any traffic rules and regulations.
- viii** The vehicles sent for services should be kept neat and clean, both inside and outside. Cleanliness of vehicles must be properly maintained. Vehicle Seats must be properly covered with clean cover. Otherwise the vehicle may be rejected and sent back. No payment shall be made on account of vehicle so rejected. If the interior of the vehicle is not in good condition, 5% deduction from the monthly bills shall be done.
- ix** The Contractor must ensure that driver is not under the influence of alcohol or other intoxicants while performing their duties for the Institute. In no case, the driver should be allowed to smoke while driving the vehicles. No other person except the driver shall be permitted in the vehicle while transporting.
- x** The contract will ensure that all necessary documents (Registration Certificate, Valid Insurance, Permit, Pollution Control Certificate etc.) are in the personal custody of the licensed drivers.



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- xi** The contractor should provide same drivers for the period of contract. Prior approval of IIM Kashipur for change of driver in special circumstances must be obtained by the contractor. The drivers must observe discipline, etiquette and protocol while performing the duty. They should be in proper uniform and carry a mobile phone in working condition, for this Institute will not pay separate charges.
- xii** In case of accident, any compensation claims arising out of such accident shall be made by the contractor in accordance, with the law which is in force to each or every one of the effected person or their legal heirs depending upon the merits of each individual case. He would also indemnify the Institute for any loss, damage of property or life arising out of negligence of driver or poor maintenance of vehicle. The driver should always remain with the vehicle during entire period of duty. In case of any urgency, the driver may seek permission of the user / Institute.
- xiii** Payment will be made for total kilometers run by vehicle for IIM Kashipur *on monthly basis for maximum 2000 kilometers per month based on the maintained log book duly signed by the authorised person of the Institute*. If vehicle is running more than 2000 kilometers, extra charges will be paid on per kilometre basis quoted by the qualified bidder.
- xiv** The payment will be made on monthly basis based on Log Book maintained and certified by the authorised representative of IIM Kashipur. The pre-receipted bill shall be submitted in duplicate in respect of hired vehicles, duly supported by the photocopies of the Log Book properly signed by the user / authorized person, and requisite documents [receipt(s) of payment of toll taxes, parking fees] on monthly basis. Payment to the Contractor will be made by account payee cheque after deduction of TDS.
- xv** In case condition of vehicles is / are not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided in time, Institute has the right to hire a vehicle from local market and additional cost incurred by the Institute will be borne by the Contractor and same will be deducted from the monthly bill.
- xvi** No request of the contractor towards enhancement of the rates of vehicle fixed, will be entertained by Institute during the currency of the contract period unless market rate of 1 litre diesel exceeds by more than 15% to that of the rate of 1 litre diesel on the date of the agreement. In that case initially agreed rates may be revised upwards by an increase of 5% only. While fixing the rates, the revised rate will be rounded off to the nearest multiple of 25 paisa only. If fuel price falls below 15% of the quoted price, the same benefit will be passed on to the Institute. Every 15% increase or decrease in fuel price will lead to a corresponding 5% increase or decrease in quoted price. The rate of diesel on the date of agreement is Rs. .... Per litre.
- xvii** The IIM Kashipur will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the IIM Kashipur and the personnel deployed by the contractor/agency. Any person who is in Government service or an employee of this IIM Kashipur should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
- xviii** The Institute reserves the right to terminate the contract by giving **30 days'** notice without assigning any reason whatsoever.



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- xix** IIM Kashipur reserves the right to accept or reject any or all offers without assigning any reasons thereof. The contract will be awarded based on the terms and conditions stipulated hereinabove and no other terms and conditions offered by the party will be acceptable.
- xx** *The intending party/ firm must own minimum 02 number of similar commercial vehicles registered on the its/proprietors name and must have contractual arrangement with the actual vehicle owner for providing the vehicle services.*
- xxi** The maintenance cost, Charges of fuel, road tax, permit fee, passenger tax, Challans, wages of the driver, the overtime of driver etc., are the responsibility of the contractor for which no payment shall be made by IIM Kashipur.
- xxii** Toll tax, parking charges, Border Tax, Permit fee and Service tax shall be reimbursed by the Institute against the production of documentary evidences. However, no Passenger tax / road tax shall be paid by IIM Kashipur.
- xxiii** The rates shall be quoted in enclosed **RATE BID - Annexure-II**. The details of vehicle under firm's ownership /services to be provided as per **-Annexure-I**.
- xxiv** The rate contract is intended to be entered into with one or more parties after assessing the rates quoted by them for different types of services in a composite manner taking an overall view for all types of the services.
- xxv** The requirement indicated is only approximation for rough idea. No guarantee of business can be given based on the same. IIM Kashipur, reserves the right to cancel the tender without assigning any reason.
- xxvi** The prospective bidder shall furnish the following documents along with their technical bid:-
- Self attested copy of PAN No. card under Income Tax Act;
  - A copy of valid GST or a legitimate registration to operate such service as per the Gol norms
  - Bid Security (EMD) of Rs. 30,000.00. (Rupees Thirty Thousand only)
  - Application fee of Rs.500/- (non-refundable), in form of Demand Draft / Banker's Cheque.
  - List of vehicles along with photocopy of their RC/fitness and permit owned by the contractor;
  - An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Any State Government/ PSU and no criminal case is pending against the said firm/agency;
  - The hard copy of Tender Document duly signed / Stamped on each page.
  - The vendor should enclose all documents pertaining to its eligibility criteria and experience. A copy of Certificate/Work Orders also to be enclosed.

**17. FORCE MAJEURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereafter referred to as events), provided notice of happenings of any such eventually is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The even may come to an end or cease to exist and the decision of the IIM Kashipur as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part



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of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

**18. ARBITRATION:** Except as otherwise provided elsewhere the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by mutual understanding of both the parties. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the IIM Kashipur to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties' consent to this effect, failing which the Arbitrator shall be entitled to proceed denovo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall invariably be at Kashipur. Subject as aforesaid the provisions of the Arbitration and conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. If any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the Kashipur.

**19. Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT, both technically and commercially.
- b. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format on Annexure-II:
- c. **The rate contract will be awarded to the overall L-1 bidder for the services. The value of Total cost (inclusive of all taxes) will be ascertained for determination of L-1 vendor.**
- d. **All the rates quoted should be inclusive of all freight charges / taxes.**

**Signature of Authorized signatory of the company with Seal**



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**ANNEXURE – I**

## **INDIAN INSTITUTE OF MANAGEMENT KASHIPUR**

Please provide the details of the commercial vehicles under your possession in the following format.

| Sl. No. | Vehicle Name   | Model | Make | AC / NON - AC | Commercial Registration No. | KMs as on Date |
|---------|--|-------|------|---------------|-----------------------------|----------------|
| 1       | Swift Dzire, Toyota Etios (Sedan) or Similar Four Seater Sedan Vehicle |       |      |               |                             |                |
|         |  |       |      |               |                             |                |
|         |  |       |      |               |                             |                |
|         |  |       |      |               |                             |                |
|         |  |       |      |               |                             |                |

### **Declaration by the Tenderer:**

(i) This is to certify that I/We before signing this financial bid have read and fully understood all the terms and conditions attached and undertake myself/ourselves to abide by them. The General Terms & Condition are part of the Tender. I/We have tendered our best rates as per rates quoted above in the rate bid and the quoted rates shall remain firm throughout the tenure of the contract. I/We hereby undertake that the firm has not been blacklisted by any government department/PSU and no criminal case is pending against the firm.

**Signature of the Tenderer with Firm's Seal**

**Contact Number:**





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## ANNEXURE-II

### RATE BID

|  | Requirement of vehicle   | Per month rate<br>(2000 km on 24X7 basis) | Local Charges                      | <u>Night Halt Charges (Outstation) if any</u> | Remarks (if any) |
|--|--|---|------------------------------------|---|------------------|
|  |  |   | Extra Rate per KM beyond 2000 Kms. |   |                  |
|  | 04 Seater Sedan Vehicle (Kindly write the Name of Vehicle & Model) |   |                                    |   |                  |

Note: Vehicle rates should be annotated of Commercial vehicle only.

I accept all terms & condition of the tender

Date:

Signature of Tenderer with Seal