

**INDIAN INSTITUTE OF MANAGEMENT UDAIPUR**

(An Autonomous Institute under Ministry of Education, Govt. of India)

**E-TENDER DOCUMENT**

**FOR**

**PROVIDING TRANSPORT VEHICLES & SERVICES  
AT IIM UDAIPUR**



Tender No. : IIMU/Tender/Transport/2022

Dated: 20 May 2022

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Indian Institute of Management Udaipur  
Balicha, Udaipur-313001, Rajasthan  
Website: [www.iimu.ac.in](http://www.iimu.ac.in)



भारतीय प्रबंध संस्थान उदयपुर  
Indian Institute of Management Udaipur

## **NOTICE INVITING TENDER (NIT) FOR PROVIDING TRANSPORT VEHICLES & SERVICES AT IIM UDAIPUR**

Indian Institute of Management Udaipur (hereinafter referred to as “Institute” or “IIMU”) is an Autonomous Institute under the Ministry of Education (MoE), Government of India. IIM Udaipur is recognized as a premier management institution in the country. IIM Udaipur has started its operations in the year 2011 and operating from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 700 (Seven hundred) students, faculty, and staff on the campus with a projected increase of 10% to 15% per year.

IIM Udaipur invites E-tender (online tender) from reputed and experienced transport vehicles & service providers (hereinafter referred to as "Agency" or “Bidder”) under two bid systems Technical Bid (Part-I) & Financial Bid (Part-II) for Providing Transport Vehicles & Services at IIM Udaipur.

**Bidders must read the complete ‘Tender Documents:** This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. **‘Tender Information Summary’ (TIS) appended to this notice gives a salient summary of the tender information.** The Bidders must go through the complete Tender Document for details before submission of their Bids.

**‘The Bidders shall sign and stamp each page of this tender document as a token of having read, understood, and comply with tender, the terms, and conditions contained herein. Manual bid/tender will not be accepted under any circumstances. Incomplete bids/ documents shall be rejected without giving any reason.**

**Availability of the Tender Document** -This tender document containing eligibility criteria, the scope of work, terms and conditions, specifications, and other documents, can be downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/cppp/> or Indian Institute of Management Udaipur website: [www.iimu.ac.in](http://www.iimu.ac.in) .

**Clarifications** – A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from the Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended.

**Pre-bid Conference:** - The Bidders are requested to attend a Pre-bid conference for clarification on the Tenders’ technical specifications and commercial conditions, on the time, date, and place mentioned in the TIS. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained. **The procuring entity reserves the right to have multiple pre-bid meetings.**



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**Submission of Bids, EMD and Tender document fee:** - Bids shall be submitted through online mode under the e-procurement system. No manual Bids shall be made available or accepted for submission. The bidders have to apply online through E-Procurement portal <https://eprocure.gov.in/cppp/> only. The original EMD and tender fee is to be submitted in a sealed envelope to be superscribed this tender name & the name of their agency and must reach the below address before the last date & time for submission of the bid.

***The Chief of Administration  
IIM Udaipur,  
Balicha, Udaipur-313001,  
Rajasthan***

**Note** – Firms that are eligible for exemption from the tender document fee and EMD have to submit a copy of documents in support of this exemption to the tender inviting authority before the last date and time of submission of the bid.

**Bid Opening-** Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

**Disclaimers and Rights of Procuring Entity**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- (a) reject any or all of the Bids, or
- (b) cancel the tender process; or
- (c) abandon the procurement of the Services; or
- (d) issue another tender for identical or similar Services

**Note: For further details, please refer to appended TIS and the complete Tender Document.**

**Chief of Administration**

## **Appendix to NIT: Tender Information Summary**

<b><u>TENDER INFORMATION SUMMARY (TIS)</u></b>			
<b>1.0 Basic Tender Details</b>			
Tender Title	<b>Providing Transport Vehicles &amp; Services at IIM Udaipur</b>		
Tender Reference Number	<b>IIMU/Tender/Transport/2022</b>		
The estimated cost of tender	<b>6850000.00 (Rupees Sixty Eight Lakh Fifty Thousand only)</b>		
Tender Type	<b>Open</b>		
Tender Category	<b>Services</b>	No. of Covers	<b>Two</b>
Tender Inviting Authority (TIA)	<b>IIM Udaipur</b>	Address	<b>IIM Udaipur Balicha Udaipur 313001</b>
<b>2.0 Critical Dates</b>			
Published Date	<b>23 May 2022</b>	Bid Validity (Days from the date of Tender Opening)	<b>90 days</b>
Document Download Start Date & Time	<b>23 May 2022 at 1100 hrs</b>	Document Download End Date & Time	<b>13 Jun 2022 at 1100 hrs</b>
Clarification Start Date & Time	<b>23 May 2022 at 1100 hrs</b>	Clarification End Date & Time (including any pre bid queries)	<b>29 May 2022 by 1700 hrs</b>
bid Submission Start Date & Time	<b>23 May 2022 at 1100 hrs</b>	bid Submission Closing Date & Time	<b>13 Jun 2022 at 1100 hrs</b>
Tender Opening Date & Time	<b>14 Jun 2022 at 1100 hrs</b>	Tender Opening (Financial bid) Date & Time	<b>Will be intimated later</b>
<b>3.0 Obtaining the Tender Document and clarifications</b>			
eProcurement Portal and helpdesk for Document availability and submission	<b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>		
	<b><a href="http://www.iimu.ac.in">www.iimu.ac.in</a></b>		
Cost of Tender Document (INR) Non Refundable	<b>5000.00 (Rupees five thousand only)</b>		
Office/ Contact Person/ email for clarifications	<b>Phone – 02942477254</b> <b>Email - <a href="mailto:procurement@iimu.ac.in">procurement@iimu.ac.in</a></b>		

<b>4.0 Pre-bid Conference</b>	
Place, time, and date of the Pre-bid Conference	IIM Udaipur on 30 May 2022 at 1100 hrs
Place, time, and date before which Written queries for the Pre-bid conference must be received	IIM Udaipur by 1700 hrs on 29 May 2022 Queries may be shared to the following email - <a href="mailto:procurement@iimu.ac.in">procurement@iimu.ac.in</a>
Place, time, and date before which registration of participants for the Pre-bid conference must be received	IIM Udaipur by 1700 hrs on 29 May 2022 The nomination may be shared to the following email - <a href="mailto:procurement@iimu.ac.in">procurement@iimu.ac.in</a>
<b>5.0 Submission and Opening of Bids</b>	
Submission of Bids	The bid shall be submitted online on CPP Portal
Instructions for Online bid Submission	As per the annexure attached to the tender documents
Tender Opening Place	<b>On e-procurement portal</b>
<b>6.0 Documents relating to Bid Security and Performance Security</b>	
Performance Security	<b>3% of the contract value</b>
EMD	<b>EMD Rs. 300000.00 (Rupees Three Lakh only)</b>

## **PROVIDING TRANSPORT VEHICLES & SERVICES AT IIM UDAIPUR**

### **PART-I: TECHNICAL BID**

#### **Annexure – I**

#### **1. Scope of Work**

Indian Institute of Management Udaipur, Rajasthan requires the services of reputed and experienced transport vehicles & service providers as per the details given below:

1. **Commercial Vehicles:** The Agency shall provide commercial vehicles with valid documents as and when required for local run as per the details given below or outstation run with All India Permit.

- a) On Monthly Hire Basis – Maruti Swift Dzire or equivalent, Toyota Innova or equivalent, Tempo Traveller or equivalent, Bus
- b) On Daily Hire Basis - Maruti Swift Dzire or equivalent, Toyota Innova or equivalent, Tempo Traveller or equivalent, Bus.
- c) For Airport, Railway Station, and Bus Stand - drop/pickup - Maruti Swift Dzire or equivalent, Toyota Innova or equivalent
- d) Inter City Transfers - Maruti Swift Dzire or equivalent, Toyota Innova or equivalent

2. **Registration year of Vehicle:** The agency shall deploy vehicles like Maruti Swift Dzire or equivalent registered in the year 2020 or thereafter and Toyota Innova or equivalent, Tempo Traveller or equivalent, Bus registered in the year 2018 or thereafter

3. **Properly maintained vehicles:** The vehicles provided shall be in excellent condition.

- (a) The agency shall provide chauffeur driven vehicles with fuel and shall be responsible for vehicle maintenance, cleanliness, repairs, insurance charges etc., and all statutory compliance.
- (b) Only Petrol/Diesel driven vehicle is required to deploy at the Institute.
- (c) The vehicles shall be in excellent condition mechanically as well as get-up wise, i.e. outer body/upholstery, air freshener, sunshade, first-aid box, Global Positioning System (GPS) enable etc., and should be decent looking.
- (d) The agency shall be in a position to supply commercial vehicles on short notice as and when needed. Delay of more than 60 minutes is not allowed.
- (e) The IIMU administration shall have the right to notify the agency to replace the vehicle permanently in case of any damage / technical/other issues etc. to carry out work smoothly without affecting the services. This should be done within 48 hours.
- (f) The agency shall be in a position to provide a standby vehicle within 45 minutes in case of any breakdown/servicing/repairs or sudden failure. All expenses will have to be borne by the agency in case of breakdown of the vehicle supplied.
- (g) In case a vehicle is requisitioned and the same does not reach at the appointed time and/or juncture, the Institute will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending Bills/Bank guarantee, etc.
- (h) The agency shall ensure that vehicles and drivers are not normally changed. Frequent changes of vehicles and drivers will not be permitted without prior approval from IIM Udaipur.



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4. **Statutory compliance:** It means all compliance which is applicable for providing rental transport vehicles & services like Motor Vehicle Act/PF/ESI/Labour/Minimum wages etc to be complied by the agency only).

(a) The agency shall submit ESI –E pehchann patra and EPF –UAN numbers of all the drivers/workers of the agency working for IIMU within 15 days start of operation/deployment of drivers/workers.

(b) RC, Valid Insurance, PUC, and any other government documents should be submitted at the time of the start of operation.

(c) The agency should adhere to Minimum Wages Act

(d) In case any driver is not paid a salary within 7<sup>th</sup> of each month through a bank account as per the payment of wages act then a penalty will be imposed on the agency.

(e) Every Month compliance report shall be submitted for the employees working for IIMU from the agency's side.

i) Copy of Attendance register

ii) Copy of wages register and bank statement

iii) Copy of ESI & EPF & ECR

iv) ESI and EPF bank payment statement

5. **Inspection of vehicles:**

(a) The agency shall have to arrange the inspection (at its own cost) of the prospective vehicles deployed post award of contract and shall have to obtain the prior approval by the IIMU administration before deploying for operations.

(b) Taxis supplied by the agency will be regularly inspected by Institute's nominated officer for the purpose and in case of non-compliance of any of the conditions, if brought to the notice by the users or the inspecting officer, a penalty on each fault will be imposed.

6. **Number of vehicles:** Tentative number of vehicles required on monthly basis. The number of vehicles deployed in any particular month, may increase or decrease at the discretion of the Institute.

Particulars	Number of seater	Number required
Cabs	4	2
Travelers	11 or 20	2
Buses	35 or 55	The requirement will be notified to the agency 15 days prior to the actual start date of such service.

7. **Dead Mileage:** There will be no dead mileage. The kilometer for the purpose of "vehicle run" and "hours of duty" shall be reckoned from the point of reporting for duty to the point of vehicle released. No mileage will be allowed to the agency for lunch/breakfast (for drivers) or for filling of petrol/diesel etc.

8. **Drivers:**

(a) Police verification of each driver shall be done and submitted to the management.

(b) The drivers of the vehicles should be professional drivers and should be fully conversant with the routes of Udaipur and should possess a valid commercial driving license to drive the commercial vehicles.

(c) Drivers will have to display the welcome placard and receive the passenger, as directed by Institute, for airport/railway station/bus stand pick up. The placard has to be prepared by the agency at its own cost.



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(d) Drivers shall always be dressed in uniform with ID Card issued by the agency. The Drivers must be proficient in speaking Hindi, well mannered, with proven integrity, and healthy personal habits, and should always carry a mobile phone with them.

(e) Drivers not found up to the mark as per the above condition or in the event of misbehavior on the part of drivers, the Institute may impose a penalty.

(f) Drivers should not misbehave or argue with any user. In case the user is using any harsh language then drivers shall not respond or react immediately instead it should be raised to the supervisor of the agency.

(g) Drivers shall not drive any vehicle which has any technical issues and is not as per the safety standards.

(h) Rash driving is strictly prohibited both inside and outside the campus.

(i) The agency shall provide at least two sets of uniforms and shoes to the drivers.

(j) Driver should always come in uniform and in a neat and tidy manner. He or His uniform or shoes shall not stink at the time of duty. They should also come with their beard shaved. On any day if the driver is not with an ID card and in uniform issued by Agency – A penalty will be imposed

**9. 24\* 7 availability:**

(a) The agency shall be available round the clock (24x7) on his own direct telephone (office as well as a residence) so as to respond to calls for taxis in emergent cases.

(b) The Mobile Number of the supervisor and owner must also be given.

(c) The agency should be able to provide vehicles on holidays / Sundays also.

**10. Charges:**

(a) All the charges towards repair/servicing, the salary of the Driver, Petrol/Diesel expenses, and any other incidental expenses on operations & maintenance of the hired vehicle would be borne by the agency. No increase in the tendered cost will be allowed in case there is an increase in fuel price or any other incidental expenses during the tenure of this contract.

(b) The Institute on the production of documentary proof will pay extra for Toll taxes, border tax, and parking charges. All other charges including road tax/permit fee/passenger tax etc will be borne by the agency.

**11. No Objection:** The vehicle with the driver would be placed at the disposal of the Institute as and when required. This Institute would be free to use the hired vehicle in any manner for carrying officials, material etc. as per its requirements and the agency will not have any objection to it.

**12. Supervisor/Coordinator:**

(a) The agency shall deploy the Supervisor/Coordinator.

(b) No payment whatsoever shall be given by the IIMU for the services provided by the supervisor/coordinator.

(c) A mobile number shall be provided to him by the agency. He should be available on call 24\* 7.

(d) The agency shall deploy/place a supervisor/coordinator on all days at the campus of IIM Udaipur at its own cost from the date of the start of the contract period who will be the overall coordinator and will be responsible to deliver the condition of the contract.

(e) It is expected that the person so deployed will have the experience to handle such contracts. IIMU may ask the supervisor/driver to perform such assignments which may be performed independently by using a vehicle.



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- (f) Supervisor will submit the daily kilometer run to the administration of the IIMU.
- (g) The supervisor/coordinator deployed/placed shall act as a single point of contact for IIMU.
- (h) The supervisor/coordinator should be a graduate with computer savvy and shall carry a laptop provided by the agency at its own cost for day-to-day work.
- (i) The supervisor shall not misbehave or use any harsh language to anybody.
- (j) Management will decide the penalty for any case related to the supervisor.

13. **Documentation:** Any document not provided in a timely manner will impose a penalty.

- (a) The agency shall obtain the duty slips every day duly signed by the user.
- (b) Maintain the log book daily, duly signed by the concerned user and a copy shall be submitted every next day to IIMU administration.
- (c) A separate logbook for each month shall be prepared by the agency and shall be submitted to IIMU along with bills.
- (d) The Bills for the hiring of taxi's would be submitted after the completion of the month. Bills for the supply of commercial vehicles for any month along with signed duty slips and copies of the logbooks signed by the users shall be submitted in the first week of the following month.
- (e) Separate summary sheet for each department/activity shall be provided along with bills for proper recording in accounts.
- (f) IIMU may ask the agency to raise a separate invoice in the name of IIMU Incubation Centre or any other such entities of IIMU to which the services are provided on behalf of IIMU.

(g) All the statutory compliance documents should be submitted along with bills

14. No advance payment, in any case, would be made to the agency.

15. The Institute shall not be responsible for any challan, loss, damage, or accident to the vehicle or to any other vehicle or injury to the user/third party. The agency will bear all such expenses/claims.

16. The agency shall be solely responsible for strict compliance of all the Rules and Regulations notified by Govt. of India/Rajasthan/ other regulators/ Authorities from time to time for plying of commercial vehicles.

17. The agency shall follow the Standard Operating Procedure (SOP) provided by IIM Udaipur.

18. If after the award of the contract, the successful bidder (L1) fails to provide the required number of vehicles/taxis, the contract is liable to be canceled along with forfeiture of EMD, performance bank guarantee, and other consequential actions such as blacklisting of the firm, etc.

19. It is also observed that the vendors working under compliance cannot be suppressed or pressured for any kind of work due to the fear of negligence or interruption on the side of the vendors in their work.

Now, it should be specifically mentioned in the tender that any dues or interruption of the working (due to non-payment of worker, any strike, any obsolesce of equipment or machinery ) by the vendor then in such case the immediate working cost (hire from the open market or outsource ) will be deducted from the particular vendor service bill or security deposit without any consideration or justification and a penalty of will be charged.

20. In case of strike/denial of services by the agency or by any employee of the agency – A penalty will be imposed.



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21. Any particular issue, if repeated twice – Penalty will be imposed.
22. Moreover, in extreme cases, the institute will have the right to blacklist the agency for further applying to IIM Udaipur.
23. Wherever penalty or quantum of penalty is not mentioned in this technical bid, shall be imposed as per the decision of IIM Udaipur.

### **General Terms and Conditions of Contract**

1. ***Preparation and submission of Tender:*** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on the e-procurement portal. After registration, bidders shall submit their Technical Bid and Financial Bid documents online on <https://eprocure.gov.in/cppp/> duly signed and sealed on each page of the Tender. For details, kindly see Annexure of this tender: Instructions for Online Bid Submission.
2. ***Period of Contract:*** The contract period will initially be for One (01) year. The contract may be extended subject to satisfactory performance at the sole discretion of IIMU on an annual basis for a further period of up to two (02) years. In case the performance of the agency in respect of one or more parts of the contract is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the tender, then the contract may be terminated by IIMU even before the scheduled time by giving advance notice of one month to this effect. In the event of premature termination of the contract for reasons mentioned hereinabove, the Performance Bank Guarantee shall be absolutely forfeited.
3. **Exit Clause:** Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by IIMU by giving one-month notice without giving any reason and by the agency by giving three-month notice in advance.
4. **Contract Agreement:** The successful bidder shall be bound to execute an agreement on a non-judicial stamp paper of Rs. 500/- (Rupees Five Hundred only). IIMU reserves the right to amend the terms & conditions of the contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.
5. **Tender Fee:** The bidder shall deposit a Non-refundable Tender fee of Rs. 5,000/- (Rupees Five Thousand only) through Demand Draft drawn in favour of "Indian Institute of Management Udaipur" payable at Udaipur.
6. ***Earnest Money Deposit (EMD):*** The bidder shall deposit interest-free Earnest Money of Rs. 3,00,000/- (Rupees Three Lac only) through Demand Draft drawn in favour of "Indian Institute of Management Udaipur" payable at Udaipur. The Earnest Money Deposit will be refunded to the bidders without any interest whose offers have not been accepted. Earnest Money Deposit of the bidders whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.

7. Performance Bank Guarantee: The successful Bidder will have to deposit a Bank Guarantee of 3% of the annual amount in favour of “Indian Institute of Management Udaipur” payable at Udaipur drawn on any scheduled Bank before signing of the contract and valid for 60 days beyond the expiry period of contract. In case the Bidder fails to deposit the requisite performance guarantee the EMD furnished by the Bidder shall be forfeited without any further notice to the Bidder.
8. In the event of the bidder backing out before the actual award or execution of the agreement, IIMU will have the right to forfeit the EMD. In case the successful bidder (L1) declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.
9. Intending bidders are advised to inspect and examine at their own cost, the site, and its surroundings and satisfy themselves before submitting their tenders. The nature of the site, the means of access to the site, the accommodation they may require, and in general shall themselves obtain all necessary information as to risks, contingencies, and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.
10. The Institute will not provide any residential space for accommodation to the agency. The agency has to make its own arrangement for the residential accommodation for the deployed staff.
11. Sub-Contracting: The agency shall not assign, sub-contract, or sub-let the whole or any part of the contract in any manner except with the specific approval of the Institute.
12. The agency and its personnel shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance, Cleanliness, Discipline & courteous behavior at and around the worksite, Safety Precautions, and Regulations.
13. Misconduct: The conduct/characters/antecedents and proper bonafide of the personnel deputed by the agency shall be the sole responsibility of the agency. However, the agency should provide the necessary details of all its personnel to the Institute. All the personnel deputed by the agency should have police verified.
14. The personnel deputed by the agency at the Institute are purely under outsourcing.
15. The Institute shall not have any liability under any circumstances in respect of matters connected with the employment of personnel deputed by the agency.

The personnel deputed by the agency shall have no right whatsoever to claim employment or other rights from the Institute.

16. None of the personnel of the agency shall enter into/practice/engage in any kind of private work within the campus of the Institute. Non-compliance with this condition will be deemed to violate the terms/conditions of the contract by inviting penalty/cancellation of the contract.
17. The personnel employed by the agency will not form any union.
18. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute / Govt. of India / any State or any Union Territory.
19. The agency shall maintain a record of major/minor incidents on daily basis and report the same to the Institute's administration. The agency shall also be responsible to lodge complaints with police authorities in instances such as theft, indiscipline, disobedience, or any unauthorized activities/criminal activities with the prior permission of IIMU and take follow-up action for recovery of lost material/equipment.
20. The agency will have to submit and update the details of all personnel deputed by the agency at the Institute mandatorily along with a copy of their photographs, residential address, police verification certificate, driving license, etc as required by IIMU.
21. The agency shall take at its own cost, if required, necessary insurance coverage in respect of personnel deputed by it in connection with the aforementioned services to Institute and shall indemnify Institute against all acts of omissions, fault, breaches, and or any claim or demand, loss injury and expenses to which Institute may have party as a result of the agency's failure to comply and of the obligation under the relevant Act / Law which the agency is required to follow.
22. Interpretation: All the terms and conditions of the contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.
23. Bid Validity: The quoted rates must be valid for 90 (ninety) days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
24. In case the bidder withdraws, modifies, or changes his offer during the validity period, the bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The bidder should also be ready

to extend the validity, if required, without changing any terms, conditions, etc. of their original tender.

25. In exceptional circumstances, the IIMU may request the bidders' consent for an extension of the period of bid validity. A bidder shall however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of the bid will not be allowed to modify his bid.
26. Anyone or more of the following actions/commissions/omissions are liable to cause summary rejection of tender:
  - Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
  - Any conditional bid or bid offering rebate.
  - Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents.
  - Any effort by a bidder to influence the IIMU in the bid evaluation, bid comparison, or contract award decision.
27. Authority of the person signing the document: A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on inquiry, it appears that the person so signing had no authority to do so, the IIMU may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.
28. Access to SITE: The agency shall allow unhindered access to the IIMU and/or any other party or person, engaged by the IIMU to work at the same site and/or to check/regulate/watch/guard/measure/inspect, solely or jointly with the agency.
29. Safety and Security: The agency shall abide by the provisions of the safety code framed from time to time by the Institute/Government.
30. Work at Risk and Cost: IIMU reserves the right to get the whole or part of the work executed by some other agency (other than the contract awarded) at the risk and cost of the agency if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory by the respective agency.
31. Payment of Bills: The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services, through crossed-cheque, drawn in favour of agency payable at Udaipur or NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues/claims of the IIMU. Income Tax (TDS)/ GST (TDS) at the current prevailing rate will be deducted at the source, if applicable.
32. **ARBITRATION:**  
Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during the 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 IIMU.

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 IIMU to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the 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 precede denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also a term of the contract that the cost of arbitration shall be borne by the parties themselves.

The venue of arbitration shall invariably be at Udaipur.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

33. **FORCE MAJURE:** 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, pandemic, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party 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 operation of the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the IIMU as to whether the operation has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part 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.

34. **PENALTY:**

Penalty details for each occasion are mentioned below. However, IIMU reserves the right to relax or increase the penalty amount considering the quantum of damage if any occurred in due course of time.

S. No.	Point number specified in Part- I: Technical bid	Penalty up to, if fails to meet the points specified
1	Annexure-I 3(c)	Rs. 5,000/- per vehicle per instance
2	Annexure-I 3(d)	Rs. 5,000/-
3	Annexure-I 3(e)	Rs. 25,000/-
4	Annexure-I 3(f)	Rs. 10,000/- for every such lapse
5	Annexure-I 3(g)	Rs. 10,000/- for every such lapse
6	Annexure-I 4(a)	Rs. 25,000/- to Rs.1,00,000
7	Annexure-I 4(b)	Rs. 25,000/- per vehicle



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8	Annexure-I 4(d)	Rs. 25,000/-
9	Annexure-I 8(h)	Rs. 10,000/- each case
10	Annexure-I 8(j)	Rs. 10,000/-
11	Annexure-I 13	Rs. 10,000/-
12	Annexure-I 19	Rs. 25,000/-
13	Annexure-I 20	Rs. 1,00,000/-

35. Feedback: IIMU may ask the agency to submit monthly feedback collected from the users. On the basis of feedback, IIMU may at its own discretion impose a financial penalty depending on the gravity of the issue, and in case of similar repetition IIMU can cancel the contract unilaterally without notice, and the bank guarantee will be forfeited.
36. IIMU reserves the right to reject the tender in whole, or in part, without assigning any reasons thereof.
37. IIMU reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary for the benefit of the IIMU.
38. All exhibits/certificates/statements/supporting documents should be indexed serially page numbered.
39. The decision of the Director of IIMU will be final in all respect and will be acceptable to all the bidders.
40. Jurisdiction: All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Udaipur only.

**41. Taxes, Labour Laws, and other regulations:**

42.1 The agency shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen/Driver including safety regulations.

42.2 The agency is liable for the payment of any and all existing taxes and liability of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.

42.3 The agency shall fully comply with all applicable laws, and regulations including the E.P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour ( Regulation & Abolition )Act 1970, Workmen's Compensation Act, etc. Casual Labour (R & A) Act, Migrant Labour Act, Essential Commodities Act, and/or such other Acts or Laws, regulations passed by the central, states, Municipal and local governmental agency or authority and any applicable law or act essential for service.



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42.4 The agency shall be responsible for proper maintenance of all registers, records, and accounts as far as it relates to compliance with any statutory provisions/ obligations. The agency shall be responsible for making the records pertaining to the Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned and records shall be submitted along with the respective service bill. The bill will be cleared only on the submission of the said documents.

42.5 The agency shall be responsible and liable for all the claims of its employees.

42.6 The agency shall obtain the license under the Contract Labour (R&A) Act from the agency of the Central Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill will be cleared only on the submission of the said license. The agency would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, deduction and fine register (Form A, Form B, Form C, Form D of labour act), First Aid Box, Display of Notice, display of extract of law etc. as required under CLR&A, 1970 for inspection by visiting Labour enforcement officers.

42.7 The agency shall obtain an adequate insurance policy in respect of its workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.

42.8 The agency shall indemnify and keep indemnified IIMU against all losses and claims for injuries and or damages to any person or property. The agency shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, GST, Income tax, Royalty, Excise duty, Octroi, Works contract etc. and shall keep the IIMU indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law/regulations or Bylaws. The agency shall not employ child labor. Payment to workers must be according to the Minimum Wages Act.

42.9 Monthly wage to personnel deputed by the agency shall be in accordance with the minimum wages act and be credited into the respective personnel's bank account, bank payment details to be submitted to the institute along with subsequent month's bill

42.10 All statutory-related payments shall be adhered to timelines as per the respective labour law.

42.11 The agency has to submit a self-attested copy of the following document along with the monthly invoice

- a) Attendnace register
- b) Wages/ Salary Register
- c) EPF challan, ECR, bank confirmation slip of epf deposit
- d) ESI ECR (monthly history ), Bank confirmation slip for esi deposit

e) Bank transfer to confirmation of wages/ Salary payment

42.12 The agency will not deduct any amount from the salary sheet without a concrete reason.

42.13 All the employees engaged by the agency to work in the premises of IIMU should have valid IP (esic No.) and PF member number (UAN) number.

42.14 Once a new employee joins, the detail of the valid ESIC NO. and PF no. must be submitted to IIMU within 15 days.

42.15 **Jurisdiction:** All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Udaipur only.



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*Annexure-III*

**Agency Details**

I – Details of Bidder:

SI No.	Particulars	Details
1	Name of Tendering Agency	
2	Name of the Proprietor / Director / Partner	
3	Full Address of registered office with Pincode, Telephone Number	
4	E-mail ID of the agency	
5	Website of the agency, if any	
6	Telephone No. (Office) of three top officials with name, designation, and E-mail ID	
7	Name and designation of the authorized person with telephone/mobile number. (authorization letter to be enclosed)	

## II – Registration & Other Statutory requirement details:

The agency should possess the following statutory requirements:

S.No.	Particulars	Number / Other PincodeDetails	Page No. of Supporting Documents Enclosed
1	Registration as firm / proprietary firm/ Partnership firm/ Limited Company/ Corporate body/ Others (please specify) (attach self-attested copy)		
2	Total number of employees employed on the payroll of the agency as on tender submission date		
3	Permanent Account Number (attach self-attested copy)		
4	GST Registration No. (attach self-attested copy)		
5	EPFO Registration No. (attach self-attested copy)		
6	ESIC Registration No. (attach self-attested copy)		
7	Labour License No., if any (attach self-attested copy)		
8	Any other registration which is mandatory for such agencies stipulated by concerned public authorities (attach self-attested copy)		
9	ISO or equivalent certified Company, if any (attach self-attested copy)		

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially-numbered.

Place :

Date :

(Signature of the bidder with seal)



### Eligibility Criteria

Only those agencies which meet the following minimum criteria will be considered for opening of financial bid. Supporting documents/annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.

1. The agency should be a registered and licensed vendor in the business of supplying/providing/facilitating transport vehicles (Car/Tempo Traveller/Bus). Appropriate documents/certificates issued from appropriate authorities should be enclosed to support this along with the format given below.

SI No	Name & address of the agency	Name of the License Holder	Date of Registration	License/ Registration Number	License/ Registration validity	License Issuing Authority	Page No. of the copy of Licence

2. The agency shall submit the original EMD and tender fee in a sealed envelope superscribing this tender name & the name of the agency and must reach IIMU before the last date & time for receipt of the Bid. Photocopy of the same EMD and tender fee should be enclosed to support this.

SI No	Type of Fee	Details
1	Tender Fee	DD No. _____ of Rs. 5,000/- (Rupees Five Thousand only) of Dated _____ drawn on Bank _____ Branch _____ Page No. of the photo copy of demand draft _____
2	Earnest Money Deposit (EMD)	DD No. _____ of Rs. 3,00,000/- (Rupees Three Lac only) of Dated _____ drawn on Bank _____ Branch _____ Page No. of the photo copy of demand draft _____

DD will be made in favour of "Indian Institute of Management Udaipur" payable at Udaipur.

3. The agency should have a minimum of three (03) years of experience in supplying/providing/facilitating transport vehicles (Car/Tempo Traveller/Bus etc) as on 31 March 2022. Kindly provide information in the format given below.

S N o	Name of the organization/client where services were provided	Duration of contract		Total years of experience	Number and Type of Vehicles provided	Total number of personnel deputed
		From (DD/MM/YYYY)	To (DD/MM/YYYY)			

4. The agency must have had a minimum annual turnover of Rs. 60 Lakh (Rupees Sixty Lakh only) during the FY 2018-2019, Rs. 60 Lakh (Rupees Sixty Lakh only) during the FY 2019-2020 and Rs. 20 Lakh (Rupees twenty Lakh only) during the financial year 2020-2021 from supplying/providing/facilitating transport vehicles (Car/Tempo Traveller/Bus etc). The agency must submit duly signed a separate certificate from Chartered Accountant (CA) clearly showing year-wise turnover from similar services i.e. supplying/providing/facilitating of transport vehicles (Car/Tempo Traveller/Bus etc) in the following format.

Financial Year	Total Turnover In INR (in words and figures)	Turnover from supplying/providing/facilitating transport vehicles (Car/Tempo Traveller/Bus etc) In INR (in words and figures)
(A)	(B)	(C)
2018-19		
2019-20		
2020-21		

Page No. of the CA certificate \_\_\_\_\_

5. The agency must be a profit-making organization for the last two financial years ended on 31.03.2021. The agency must submit the duly signed certificate from Chartered Accountant (CA) as a documentary proof in support of meeting the eligibility criteria.



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Financial Year	Profit/(loss) in INR
(A)	(B)
2019-20	
2020-21	

Page No. of the CA certificate \_\_\_\_\_

6. The agency should attach a copy of the audited financial statement of the last three financial years ended on 31 March 2021.

Financial Year	Page Number of photocopy attached
2018-19	
2019-20	
2020-21	

7. The agency should not be blacklisted by any Govt. agency and should not have any case of tax evasion in RTO. An undertaking on agency letterhead should be attached as mentioned below.

"We hereby confirm that our firm namely \_\_\_\_\_ has not been blacklisted by any Government agency / public authority and also don't have any case of tax evasion in any RTO across India".

**(Page No. of the undertaking \_\_\_\_\_)**

8. The agency should possess the mandatory statutory requirement mentioned in Annexure-III (Agency Details) in this tender document subject to the applicability.

**NOTE:**

- The agency shall sign and stamp each page of this tender document as a token of having read, understood, and comply with tender, the terms, and conditions contained herein.
- All third-party certificates should be duly signed and stamped by the bidding agency.
- Please attach a separate sheet, if required.
- No price should be specified in the technical bid, including such information will entail rejection of the bid.
- **It is mandatory to clearly specify the page No. of the reference documents. In case no page is mentioned then the technical bid may be liable for rejection.**

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

Place :

Date :

(Signature of the bidder with seal)

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built-in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

## PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) **Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.**
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) **Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.**

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
- 11) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 12) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 13) The Agencies are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the Agencies at the eleventh hour.
- 14) Not more than one tender shall be submitted by one Agency or Agencies having a business relationship. Under no circumstance will the father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 15) Bidder who has downloaded the tender from the IIMU website [www.iimu.ac.in](http://www.iimu.ac.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not alter/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be altered/ modified in any manner, tender will be completely rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with IIMU.

**TENDER ACCEPTANCE LETTER**  
(To be given on Agency Letter Head)

Date :

To,

The Director, IIM Udaipur  
Balicha, Udaipur,  
Rajasthan-313001.

Sub. : Acceptance of Terms & Conditions of Tender.

Tender Reference No.: **IIMU/Tender/Transport/2022 dated 20 May 2022.**

Name of Tender/Work: Providing Transport Vehicles & Services at IIM Udaipur.

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.\_\_\_\_to\_\_\_\_(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide by with the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

## PROFORMA OF PERFORMANCE BANK GUARANTEE

- 1 In consideration of the Director IIM Udaipur (hereinafter called "IIM Udaipur") having offered to accept the terms and conditions of the proposed agreement between IIM, Udaipur and ..... (hereinafter called "the said agency(s) for the work of "Providing Transport Vehicles & Services at IIM Udaipur" (hereinafter called "the said agreement") having agreed to the production of an irrevocable Bank Guarantee for Rupees..... only) as a security/ guarantee from the agency(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We ..... (hereinafter referred to as the "Bank") do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the IIM, Udaipur stating that the amount claimed is required to meet the recoveries due or likely to be due from the said agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding `..... (Rupees.....)
- 3 We, the said Bank, further undertake to pay to the IIM, Udaipur any money so demanded notwithstanding any dispute or disputes raised by the agency(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under the bond shall be a valid discharge of our liability for payment thereunder, and the agency(s) shall have no claim against us for making such payment.
- 4 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIM Udaipur under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Chief Administrative Officer, IIM Udaipur on behalf of the IIM Udaipur, certifies that the terms & conditions of the said agency(s), and accordingly discharges this guarantee.
- 5 We..... further agree with the IIM Udaipur that the IIM Udaipur (indicate the name of the Bank) shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend the time of performance by the said agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM Udaipur against the said agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency(s) or for any forbearance, act of omission on the part of the IIM Udaipur or any indulgence by the IIM Udaipur to the said agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.



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- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency(s).
- 7 We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IIM Udaipur in writing.
- 8 This guarantee shall be valid up to ..... unless extended on demand by the IIM Udaipur.

Notwithstanding anything contained hereinabove:

- a) our liability under this Guarantee shall not exceed `.....(Rupees..... Only);
- b) This Bank Guarantee shall be valid up to ..... and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... . All yours rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated the ..... day of ..... for .....

(Indicate the name of the Bank)

## **PART-II : FINANCIAL BID**

**Submission of financial bid** - Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.