



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

INDIAN INSTITUTE OF MANAGEMENT UDAIPUR
(An Autonomous Institute under Ministry of HRD, Govt. of India)

E-TENDER DOCUMENT
FOR
PROVIDING TRANSPORT VEHICLES & SERVICES
AT IIM UDAIPUR



Tender No. : IIMU/Tender/Transport/2019/04/01

Dated: 26/04/2019

Last date for submission of Tender : 16 May 2019

Date of Opening of Technical Bid : 17 May 2019

Indian Institute of Management Udaipur
Balicha, Udaipur-313001, Rajasthan
Website: www.iimu.ac.in



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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 Human Resource Development (MHRD), Government of India. IIM Udaipur is recognized as premier management institution in the country. IIM Udaipur has started its operations from the year 2011 and operating from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 650 (six hundred fifty) students, faculty and staff on 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 provider (hereinafter referred to as "Agency" or "Bidder") under two bid system Technical Bid (Part-I) & Financial Bid (Part-II) for Providing Transport Vehicles & Services at IIM Udaipur.

The schedule and other details of Tender are as under:

Tender Name	Providing Transport Vehicles & Services at IIM Udaipur
Tender No.	IIMU/Tender/Transport/2019/04/01
Published Date	Friday, 26 April 2019 (16:00 Hours)
Bid Document download start date	Friday, 26 April 2019 (16:00 Hours)
Bid Document download end date	Thursday, 16 May 2019 (16:00 Hours)
Pre Bid Meeting	Friday, 03 May 2019 (11:00 Hours)
Last date & time for receipt of Bid	Thursday, 16 May 2019 (16:00 Hours)
Date of Opening of Technical Bid	Friday, 17 May 2019 (16:00 Hours)
Date of Opening of Financial Bid	Would be indicated later on CPP portal
Tender Fee (Non-refundable)	Rs. 5,000/- (Rupees Five Thousand only)
EMD (Earnest Money Deposit)	Rs. 3,00,000/- (Rupees Three Lac only)
Performance Bank Guarantee	Rs. 10,00,000/- (Rupees Ten Lac only)

This tender document containing eligibility criteria, scope of work, terms and conditions, specification 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 .

The tenderer shall sign and stamp each page of this tender document as taken of having read, understood and comply with tender, the terms and conditions contained herein.



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Manual bid/tender will not be accepted under any circumstances. Incomplete bid/documents shall be rejected with out giving any reason.

Tender will be submitted through online mode under the e-procurement system. 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 super scribed this tender name & the name of your agency and must reach the below address before the last date & time for receipt of Bid.

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

Chief of Administration



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Providing Transport Vehicles & Services at IIM Udaipur

PART-I : TECHNICAL BID

Annexure – I

Scope of Work

Indian Institute of Management Udaipur, Rajasthan requires the services of reputed and experienced transport vehicles & service provider 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, Tempo Traveller or equivalent, Bus
 - b) On Daily Hire Basis - Maruti Swift Dzire or equivalent, Toyota Innova or equivalent, Tempo Traveller or equivalent, Bus, Carrier or Loading Tempo
 - 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 2017 or thereafter and Toyota Innova or equivalent, Tempo Traveller or equivalent, Bus registered in the year 2017 or thereafter. (This is applicable for both Monthly and Daily Basis vehicles)
3. **Properly maintained vehicles:** The vehicles provided shall be in excellent condition
 - i) The agency shall provide chauffer driven vehicles with fuel and shall be responsible for vehicle maintenance, cleanliness, repairs, insurance charges etc and all statutory compliance.
 - ii) Only Petrol/Diesel driven vehicle is required to deploy at the Institute.
 - iii) The vehicles shall be in excellent condition mechanically as well as get-up wise, i.e. outer body/upholstery, air freshener, sun shade, first-aid box, Global Positioning System (GPS) enable etc and should be decent looking.
 - iv) 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.
 - v) The IIMU administration shall have right to notify the agency to replace the vehicle permanently in case of any damage / technical / other issue etc. to carry out work smoothly without effecting the services. This should be done within 48hours.



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- vi) The agency shall be in a position to provide 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.
 - vii) 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.
 - viii) The agency shall ensure that vehicles and the drivers are not normally changed. Frequent changes of vehicles and drivers will not be permitted without prior approval from IIM Udaipur.
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).
- i) The agency shall submit ESI –E pehchann patra/health card and EPF – UAN numbers of all the drivers/workers of agency working for IIMU within 15 days start of operation/deployment of drivers/workers.
 - ii) RC, Valid Insurance, PUC, any other government documents should be submitted at the time of start of operation.
 - iii) The agency should adhere to Minimum Wages Act.
 - iv) In case any driver is not paid salary within 7th of each month through bank account as per the payment of wages act then a penalty will be imposed to the agency.
 - v) Every Month compliance report shall be submitted for the employees working for IIMU from the agency's side.
 - a) Copy Attendance register
 - b) Copy of wages register and bank statement
 - c) Copy of ESI & EPF - ECR
 - d) ESI and EPF bank payment receipt
5. **Inspection of vehicles:**
- i) 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.
 - ii) Vehicles 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 of vehicles required
Cabs	4	7
Travellers	11 or 20	5
Buses	35 or 55	1

7. **Dead Mileage:** There will be no dead mileage. The kilometer age 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 agency for lunch / breakfast (for drivers) or for filling of petrol/diesel etc.

8. **Drivers:**

- i) Police verification of each driver shall be done and submitted to the management.
- ii) The drivers of the taxis/buses 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.
- iii) 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.
- iv) 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, healthy personal habits and should always carry a mobile phone with him.
- v) Drivers not found upto the mark as per above condition or in the event of misbehavior on the part of drivers, the Institute may impose penalty.
- vi) 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.
- vii) Drivers shall not drive any vehicle which has any technical issues and is not as per the safety standards.
- viii) Rash driving is strictly prohibited both inside and outside campus.
- ix) The agency shall provide at least two sets of uniform and shoes to the drivers.
- x) Driver should always come in uniform and in 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. In any day the driver is not with ID card and in uniform issued by Agency – Penalty will be imposed

9. **24* 7 availability:**

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



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- ii) The Mobile Number of supervisor and owner must also be given.
- iii) The agency should be able to provide vehicles on holidays / Sundays also.

10. Charges:

- i) All the charges towards repair/servicing, salary of the Driver, Petrol/Diesel expenses, 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.
- ii) The Institute on production of documentary proof will pay extra for Toll taxes, border tax, parking charges. All other charges including road tax/permit fee/passenger tax etc will be borne by the agency.

11. No Objection: The taxi 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 taxi 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:

- i) The agency shall deploy the Supervisor/Coordinator.
- ii) No payment whatsoever shall be given by the IIMU for the services provided by the supervisor/coordinator.
- iii) A mobile number shall be provided to him .He should be available on call 24* 7.
- iv) 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.
- v) It is expected that the person so deployed will have an experience to handle such contracts. IIMU may ask supervisor/driver to perform such assignment which may be performed independently by using vehicle.
- vi) Supervisor will submit the daily kilometer report to the administration of the IIMU.
- vii) The supervisor/coordinator deployed/placed shall act as a single point of contact for IIMU.
- viii) The supervisor/coordinator should be graduate with computer savvy and shall carry a laptop provided by the agency at its own cost for day-to-day work.
- ix) The supervisor shall not misbehave, or use any harsh language to anybody.
- x) Management will decide penalty for any case related to supervisor.



13. **Documentation:** Any document not provided in timely manner will impose a penalty.
- i) The agency shall obtain the duty slips every day duly signed by the user.
 - ii) Maintain the log book daily, duly signed by the concerned user and a copy shall be submitted every next day to IIMU administration.
 - iii) A separate log book for each month shall be prepared by the agency and shall be submitted to IIMU along with bills.
 - iv) The Bills for hiring of taxi's would be submitted after the completion of the month. Bills for supply of commercial vehicles for any month along with signed duty slips and copies of the log book signed by the users shall be submitted in the first week of the following month.
 - v) Separate summary sheet for each department/activity shall be provided along with bills for proper recording in accounts.
 - vi) 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.
 - vii) 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 from time to time for plying of commercial vehicles.
17. The agency shall should follow the Standard Operating Procedure (SOP) provided by IIM Udaipur.
18. If after award of the contract, the successful bidder (L1) fails to provide required number of vehicles/taxies, the contract is liable to be cancelled 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 the 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 there working .
- 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 open market or outsource) will be deducted from the particular vendor service bill or security deposit without any consideration or justification and a penalty will be charged.



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20. In case of strike/denial of services by the agency or by any employee of the agency, a penalty will be imposed.
21. Any particular issue, if repeated twice – Penalty will be doubled.
22. Moreover, in extreme cases, institute will have the right to blacklist the agency for further applying in any government agency.
23. Wherever penalty is not mentioned in this technical bid, shall be imposed as per the decision of IIM Udaipur.



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Annexure – II

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 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 Tender. For details, kindly see Annexure-V of this tender: Instructions for Online Bid Submission.
2. **Period of Contract:** 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 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 contract for reasons mentioned herein above, 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 non-judicial stamp paper of Rs. 500/- (Rupees Five Hundred only). IIMU reserves the right to amend the terms & conditions of 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 tenderer shall deposit 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 tenderer 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 tenderers without any interest whose offers have not been accepted. Earnest Money Deposit of the tenderer whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.



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7. **Performance Bank Guarantee:** The successful tenderer will have to deposit a Bank Guarantee of Rs. 10,00,000/- (Rupees Ten Lac only) 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 tenderer fails to deposit the requisite performance guarantee the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer.
8. In the event of bidder backing out before actual award or execution of agreement, IIMU will have right to forfeit the EMD. In case the successful tenderer (L1) declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.
9. Intending tenderers 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 circumstance which may influence or effect their tender. A tenderer 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 tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work do 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 to the deployed staff.
11. In case of first lowest is more than one, then it would be at the discretion of the Institute to decide the L1.
12. **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 Institute.
13. 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 work site, Safety Precautions and Regulations.
14. **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 agency should have police verified.

15. The personnel deputed by the agency at the Institute are purely under outsourcing.
16. Under no circumstances, the Institute shall not have any liability 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.
17. None of the personnel of the agency shall enter into/practice/engage in any kind of private work within the campus of Institute. Non-compliance with this condition will be deemed to be violate of the terms/conditions of the contract by inviting penalty/cancellation of contract.
18. The personnel employed by the agency will not form any union.
19. 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.
20. The agency shall maintain 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 prior permission of IIMU and take follow-up action for recovery of lost material/equipment.
21. 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.
22. The agency shall take at his 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.
23. **Taxes, Labour Laws and Other Statutory Compliances:**
 - 23.1. The agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. Motor Vehicle Act, P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Payment of Wages Act, Migrant Labour Act and/or such other Acts or Laws of



Central, State, Municipal and local governmental agency or authority etc whichever is/are applicable to the agency and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard.

- 23.2. The agency is liable for the payment of any and all existing taxes 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.
- 23.3. The agency shall be responsible for proper maintenance of all registers, records and accounts it relates to compliance with any statutory provisions/ obligations under all the labour laws of the India. The agency shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned.
- 23.4. The agency shall be responsible and liable for all the claims of its personnel deputed at the Institute.
- 23.5. 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 (Form A, Form B , Form C, Form D of Labour Act), Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
- 23.6. The agency shall obtain adequate insurance / personal accidental policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work as per the Employee Compensation Act.
- 23.7. Further, the agency shall not involve the matters of IIMU in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the agency shall be solely responsible.
- 23.8. 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 applicable statutory laws and regulations in matters of Labour Law like P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Payment of Wages Act, Factory Act, Explosive Act, Workmen Compensation Act, Goods & Service Tax (GST), Royalty, Works Contract etc. and shall



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keep the IIMU indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws.

- 23.9. The personnel employed by the agency shall not below the age of 18 years. They shall be medically fit and keep themselves neat and clean.
- 23.10. Monthly wage to personnel deputed by the agency shall be in accordance with the Minimum Wages Act and be credited into respective personnel's bank account.
- 23.11. All Statutory related payments shall be adhered to time lines as per the respective labour laws.
- 23.12. The agency has to submit self-attested copy of following documents along with the monthly invoice.
- a) Attendance Register
 - b) Wages Register
 - c) EPF Challan, ECR, Bank confirmation slip for EPF deposit
 - d) ESI ECR (Monthly History), Bank confirmation slip for ESI deposit
 - e) Bank transfer confirmation of wages payment
- 23.13. Non-adherence of statutory compliance mentioned from 23.1 to 23.12 may impose penalty and /or termination of contract as per Annexure-II (General Terms and Conditions of Contract) of this tender document.
24. **Interpretation:** All the terms and conditions of 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.
25. **Bid Validity:** The quoted rates must be valid for a period 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.
26. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
27. In exceptional circumstances, the IIMU may request the bidders's 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 bid will not be allowed to modify his bid.



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28. 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.
29. **Authority of person signing 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 enquiry, 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.
30. **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.
31. **Safety and Security:** The agency shall abide by the provisions of the safety code framed from time to time by the Institute/Government.
32. **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 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.
33. **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) as applicable at current prevailing rate will be deducted at source.
34. **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 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 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 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 Udaipur.

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.

35. **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, 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 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 have 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.

36. **PENALTY:**

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

SNo	Point number specified in Part-I:Technical Bid	Penalty upto, if fails to meet the points specified
1	Annexure-I, 3(iii)	Rs. 5000/- per vehicle per instance
2	Annexure-I, 3(iv)	Rs. 5,000/-
3	Annexure-I, 3(v)	Rs. 25000/-
4	Annexure-I, 3(vi)	Rs. 10,000/- for every such lapse
5	Annexure-I, 3(vii)	Rs. 10,000/- for every such lapse
6	Annexure-I, 4(i)	Rs. 25000/- to 1,00,000/-



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7	Annexure-I, 4(ii)	Rs. 25,000/- per vehicle
8	Annexure-I, 4(iv)	Rs. 25,000/-
9	Annexure-I, 8(viii)	Rs. 10,000/- each case
10	Annexure-I, 8(x)	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/-

37. **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 financial penalty depending on gravity of the issue and in case of similar repetition IIMU can cancel the contract unilaterally without notice and bank guarantee will be forfeited.
38. IIMU reserves the right to reject the tender in whole, or in part, without assigning any reasons thereof.
39. IIMU reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the IIMU.
40. All exhibits/certificates/statements/supporting documents should be indexed serially page numbered.
41. The decision of the Director of IIMU will be final in all respect and will be acceptable to all the tenderers.
42. **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 Tenderer:

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 five top officials with name, designation and E-mail ID	
7	Name and designation of 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 Details	Page No. of Supporting Documents Enclosed
1	Registration as firm / proprietary firm/ Partnership firm/ Limited Company/		



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	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

2. The agency shall submit the original EMD and tender fee in a sealed envelope super scribing this tender name & the name of the agency and must reach at IIMU before the last date & time for receipt of 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 _____
2	Earnest Money Deposit (EMD)	DD No. _____ of Rs. 3,00,000/- (Rupees Three Lac only) of Dated _____ drawn on Bank _____ Branch _____

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



3. The agency should have a minimum three (03) years of experience for supplying/providing/facilitating transport vehicles (Car/Tempo Traveller/Bus etc) as on 31 March 2018. 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. 25 Lacs (Rupees Twenty Five Lacs only), Rs. 40 Lacs (Rupees Forty Lacs only) and Rs. 50 Lacs (Rupees Fifty Lacs only) during the financial year 2015-16, 2016-17 and 2017-18 respectively 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)
2015-16		
2016-17		
2017-18		



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5. The agency must be a profit making organization for the last two financial years ended on 31.03.2018. The agency must submit the duly signed certificate from Chartered Accountant (CA) as a documentary proof in support of meeting the eligibility criteria.

Financial Year	Profit/(loss) in INR
(A)	(B)
2016-17	
2017-18	

6. The agency should attach copy of audited financial statement of last three financial year's ended on 31 march 2018.

Financial Year	Page Number of photocopy attached
2015-16	
2016-17	
2017-18	

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".

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 taken of having read, understood and comply with tender, the terms and conditions contained herein.
- All third party certificates should be duly signed, stamped by the bidding agency.



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- Please attach separate sheet, if required.
- No price should be specified in the technical bid, including such information will entail rejection of the bid.

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)



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Annexure – V

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/cppp/>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the agencies/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the agency/bidder through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Agency/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.



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11. From my tender folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 1 00 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications, this may be obtained through the site. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Tender Fee/EMD as applicable and enter details of the instruments.
19. 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 submitted bid will not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a



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confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price-bid BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
23. The bidders 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 bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PK! encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. 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 openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.



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29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 180030702232 or send a mail over to cppp-nic@nic.in.



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Annexure – VI

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

Date :

To,

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

Sub. : Acceptance of Terms & Conditions of Tender.

Tender Reference No.: IIMU/Tender/Transport/2019/04/01 dated 26.04.2019.

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)



Annexure – VII

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 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 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 effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend 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.

- 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 your 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)