



# INDIAN INSTITUTE OF MANAGEMENT AMRITSAR

PIT Building, Inside Govt. Polytechnic Campus;  
Polytechnic Road; Chheharta, G.T. Road Amritsar, Punjab, India – 143105  
Phone No- 0183- 2820034

Ref No. IIMASR/NIQ/220/2021

Date: 13/04/2021

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**Sub: - Notice inviting quotations (NIQ) for hiring of light vehicles purely on 'as and when required' basis by IIM Amritsar through its e-Tender portal.**

Sir / Madam,

Quotations are invited on IIM Amritsar e-Tender portal for hiring of light vehicles on 'as and when required' basis. The quotations should be uploaded on the IIM Amritsar e-Tender portal **by 12.00 PM of 23-April-2021** and will be opened on the e-Tender portal on the same day, i.e., **23-April-2021 at 12.30 PM**. Other details are given below:

<b>Date for Opening of Price Bid</b>	Will be Intimated Later
<b>Tender Fee</b>	Rs. 1,120/-
<b>Earnest money Deposit (EMD)</b>	Rs. 10,000/-
<b>Contract Period</b>	12 months

Sd/

**Administrative Officer**

# **1 - INSTRUCTIONS TO BIDDERS**

## **1.1. GENERAL GUIDELINES**

- 1.1.1.** Please read the Terms & Conditions carefully before filling up the document. Incomplete Quotation will be rejected. All pages of the Quotation Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as a token of having accepted all the Terms and Conditions of this Quotation.
- 1.1.2. IIM Amritsar reserves the right:**
  - a. to accept or reject any or all Quotations either in whole or in part or to invite revised price bids or to annul the bidding process or to postpone and/or extend the date of receipt/opening of Quotations or to withdraw the same at any time before finalization without incurring any liability to the affected Tenderer / Bidder. The Director, IIM Amritsar does not bind himself to accept the lowest or any Quotation and reserves to himself the right of accepting the whole or any part of the Quotation and the Tenderer/Bidder shall be bound to perform the same at the rates quoted.
  - b. to postpone and/or extend the date of receipt/opening of Quotations or to withdraw the same, without assigning any reason thereof.
  - c. to obtain feedback from the previous/ present clients of the tenderer by contacting them or by visiting their site to get first-hand information regarding the services (being) provided by the tenderer.
- 1.1.3.** Before submitting the Quotation Document to the IIM Amritsar, the bidders may seek clarification(s), if any, during the pre-bid meeting/inspection/through an email.
- 1.1.4.** The successful bidder shall have to submit a declaration, indemnity, undertaking as per Form-2, which will become part of the agreement as per Form-3.
- 1.1.5.** The bidders' performance, as per format at Form-9, for each work completed in the last three years and in progress, should be certified by an authorized person from the concerned organization. Feedback received from the previous/present clients and on the spot assessment/enquiry of/by the IIM designated team will also be evaluated for technical qualification.
- 1.1.6.** If the date of opening of the Quotation is declared a holiday, the Quotation will be opened on the next working day at the same time.
- 1.1.7. Site visit:** Every Tenderer/Bidder is expected to inspect the site/locations between Monday to Friday from 10:00 am to 4:00 pm except Saturday & Sunday and Govt. holidays, to ascertain the exact requirement of the Institute, at his own cost before quoting the rates. He must also go through all the terms and conditions as stipulated in the documents. It will be construed that the bidder has inspected the site and satisfied himself with the Institute's requirements, site conditions, and other relevant matters.
- 1.1.8. Submission of Bids:** The Quotation should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). The file of Part – I should be super-scribed as "Part– I Technical Bid" and File of Part – II should be super-scribed as "Part – II Financial Bid". The technical bid and financial bid, along with all necessary documents as stipulated, is to be submitted online through the e-Tender Portal on IIM Amritsar's Official website ([www.iimamritsar.ac.in](http://www.iimamritsar.ac.in)) only. Bids submitted by mail, Offline will not be accepted in any circumstances.
- 1.1.9. Quotation Fee & Earnest Money Deposit (EMD):** The Tenderers/ Bidders shall be required to submit a non-refundable tender fee of an amount of **Rs. 1120/-** (Rupees Eleven Hundred Twenty only) and a refundable EMD of an amount of **Rs.10,000/-** (Rs. Ten Thousand only) along with the Quotation.
  - a. Tender fee and EMD should be deposited online using the payment link (<https://iimamritsar.ac.in/payment/>).
  - b. The EMD will be returned to the unsuccessful Tenderers/Bidders by 30<sup>th</sup> day after the

award of the contract.

- c. The EMD will be returned to the successful tenderers/bidders only on furnishing the Performance Guarantee/Bank Guarantee.
- d. The EMD shall not bear any interest for the bidder.
- e. MSME/NSIC firm will get EMD/tender fee exemption as per Govt. of India notification subject to the submission of valid registration certificate towards the same. However, MSME will have to submit a Bid Security Declaration (Form -12).

**1.1.10. Authorized signatory:** If the Bid is made by or on behalf of a company, incorporated under the Companies Act of 1956, it shall be signed by the Managing Director or one of the Directors duly authorized on that behalf.

**1.1.11.** Any sole proprietor/ partnership firm/cooperative society/company can apply.

**1.2. PROCESSING OF QUOTATION**

**1.2.1. Technical Evaluation (Technical bid) Eligibility Criteria for the bidder**

S. No.	Particulars	Eligibility Criteria	Proof / Documents Required
1.	Experience	The tenderers should have successfully completed, minimum three (03) contracts of providing light vehicles (on hiring basis) for central/state Govt. organizations/ Institutions in the last five (05) years.	Enclose a list of clients and their testimonials/ experience certificates having client's seal and signature.
		Out of this, he must have completed (or in progress) minimum one (01) contract to a central/state govt. educational institute in the last three (03) years.	
		Should be operational in the business of tour & travel or providing light vehicles on hiring basis for the last three (03) years.	Provide proof
2.	Financial	Should be a profit-making company	
		Copy of ITRs for the last three (03) financial years	ITRs
		Should not have incurred any loss in more than two (02) years during the last three (03) years.	Profit/loss statement
		Copy of audited statements of accounts for the last three (03) financial years.	Audited Account statements
3.	Total vehicles	Should be the owner of minimum twelve (12) Cars with commercial registration.	Attach ownership details, and RC of vehicles (preferably bearing name of agency/ bidder)
4.	Blacklisting	Should give a declaration that they have not been banned or delisted by any Govt. or Quasi- Govt. Agencies or PSUs. If a bidder has been banned by any Govt. or Quasi-Govt. Agencies or PSUs.	Form-5

**1.2.2. Other required documents for technical evaluation (to be attached)**

<b>S. No.</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Document Required</b>	<b>Compliance (Yes / No)</b>
1.	Undertaking	Undertaking by the bidder	Form-2(c)	
2.	Tender Fee & EMD	Should submit applicable tender fee and EMD, where applicable	Form-4	
3.	Financial Statement		Form-6	
4.	Contracts completed	Details of contracts provided / completed during the last five (05) years.	Form-7	
5.	Contracts under progress	Details of contracts under progress	Form-8	
6.	Performance report	Performance report by the clients for contracts completed	Form-9	
7.	Manpower employed	Details of the technical and administrative personnel employed	Form-10	
8.	Company/ agency profile	Structure and organization of the contractor/agency.	Form-11	
9.	Bid Security declaration	Bid-Security declaration to be submitted by MSME	Form-12	
10.	Certificate of Incorporation	Self-attested copy of certificate of incorporation		
11.	Proprietary company/agency	Self-attested copy of Article/Memorandum of Association or Partnership Deed or an affidavit stating that it is a proprietary concern, as the case maybe, of the Agency.		
12.	GST & PAN	Self-attested copy of GST & PAN		
13.	License/ Registration/ NOC/ Permit	Self-attested copy of Valid License, registration, NOC, permits issued by Regional Transport Office or any other license, NOC, permits etc. required as per State/Central Government rules. And, any other license/registration, required to provide this service		
14.	Experience certificates	Self-attested copy of experience certificate issued by party		
15.	Work order & Agreements	Self-attested copy of work order & Agreement issued by party		

The bidders who qualify in this stage will be considered for the financial bid; other bidders who have

been found technically unqualified will not be considered for further process.

**1.2.1. Financial Evaluation (Financial bid):** The Financial Bid (Quotation) should be submitted strictly in the prescribed Form-1 "FINANCIAL BID" and should remain **valid for a minimum of three months**.

- a. Financial bids, which are incomplete and are not submitted in the prescribed form, will be summarily rejected.
- b. The Financial Bid should clearly contain the details (without erasers/overwriting etc.) as mentioned in the form.

The Financial Bid (Quotation) of the applicants who have not been qualified in the Technical Bid shall not be considered. Financial bids of only technically qualified Quotations will be opened on the date and time to be intimated, in the presence of the technically qualified tenderers or their authorized representatives (with authority letter), who may be present. The decision of the Director of IIM Amritsar in this regard will be final and no requests etc. will be entertained from the bidders.

### **1.3. SUMMARY OF REJECTION OR DISQUALIFICATION OF BIDS/QUOTATION**

**1.3.1.** Applications received after the stipulated deadline

**1.3.2.** Any bid not accompanied by required EMD, Tender fee, Quotation document, other required documents.

**1.3.3.** Any bid in which rates have not been quoted in accordance with the specified formats/details as specified in the bid document.

**1.3.4.** If any bidder has filled more than one bid.

**1.3.5.** If unclear, poorly scanned copies are uploaded and received.

**1.3.6.** Conditional proposal/bid will not be accepted and will be rejected outright.

**1.3.7.** Canvassing in any form will make the Quotation liable to rejection.

**1.3.8.** Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document

**1.3.9.** Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures /weakness etc.

### **1.4. QUERIES & RESPONSES**

Queries related to the stated above should be submitted at [purchase@iimamritsar.ac.in](mailto:purchase@iimamritsar.ac.in) **only till 18-04-2021, 05:00 pm**. Queries submitted after due date and time, and on any other email id will not be entertained. The response to the queries will be given within 1-2 days by email after the last date of submission of queries.

## **2 - CONDITIONS OF CONTRACT**

### **2.1. PERFORMANCE SECURITY**

The successful Tenderer/ Bidder will be required to furnish a performance security in the form of bank guarantee/FDR in the name of Director, IIM Amritsar at the time of signing the Agreement.

- a. It must remain valid for 60 days beyond the date of completion of all contractual completion.
- b. The Performance security shall not bear any interest for the bidder.
- c. It shall be returned within a month after the expiry/termination of the contract only after the discharge of all obligations under the contract and adjustments of outstanding dues against the agency of any nature against the bills submitted by the agency or otherwise.
- d. If the contract is extended, on mutual consent, the contractor will have to submit fresh performance security for the extended period.
- e. Deposited EMD of the successful bidder may be considered as performance security otherwise.

### **2.2. GENERAL CONDITIONS**

**2.2.1.** The Contractor should execute an agreement in the non-judicial stamp-paper of Rs.100/- (Rupees One Hundred Only) incorporating all terms and conditions of the Quotation. Required Affidavit (stamp paper) will be purchased by the contractor for agreement.

**2.2.2.** IIM Amritsar will give no advance payment.

**2.2.3.** The Contractor shall fulfill and diligently comply with all the service requests in general or special service request given by the IIM Amritsar from time to time and all such requests will comprise part of the agreement.

**2.2.4.** The contract has to be completed by the single vendor, who will be completely responsible for the execution of the contract as a single point solution provider and will be the sole prime contractor for the entire contract. Contractor shall in no case lease, transfer, sublet, assign/pledge or sub-contract its rights and liabilities under this contract to any other agency

#### **2.2.5. Indemnification:**

- a. The Contractor shall be solely responsible and indemnify IIM Amritsar against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resource(driver)s, if any, deployed by him.
- b. The Contractor shall indemnify IIM Amritsar against all losses or damages, if any, caused to it on account of acts of the resource(driver)s deployed by him.
- c. The Contractor shall indemnify IIM Amritsar from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against IIM Amritsar.
- d. The Contractor shall also indemnify IIM Amritsar for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.

**2.2.6.** All resource(driver)s deputed by the Contractor are deemed to be on the rolls of the Contractor.

**2.2.7. Age:** No driver below the age of 21 years and above age of 58 years and with driving experience of less than three (03) years shall be deployed by the contractor for the execution of the contract.

**2.2.8.** The Contractor shall not deploy any resource(driver) suffering from any contagious or infectious disease.

**2.2.9.** No resource(driver) or representatives of Contractor (including Contractor) are allowed to

consume alcoholic drinks or any narcotics or be under the influence of the aforementioned within the premises of IIM Amritsar (including when performing duty for IIM Amritsar.). An appropriate action or penalty may be initiated in such instances.

- 2.2.10.** Discipline of the resource(driver)s during discharge of duties must be regulated by the Contractor himself or by his representative.

### **2.3. STATUTORY REQUIREMENTS**

- 2.3.1.** The contractor is required to comply with all applicable laws and regulations notified from time to time by the Central, State Government. Payment of all taxes and compliance of all the laws, rules, regulations, orders etc. will be the sole responsibility of the Contractor.
- 2.3.1.** Statutory deductions like TDS, wherever applicable shall be deducted from payments made to the contractor as per rules and regulations in force and in accordance with the income tax act.

### **2.4. SPECIAL CONDITIONS**

- 2.4.1.** The Contractor should have a local Supervisor/ Manager for liaising.
- 2.4.2.** The contractor/supervisor shall be contactable at all times and shall immediately acknowledge messages on receipt on the same day. The agency shall strictly observe the instructions issued by Institute in fulfilment of the contract from time to time.
- 2.4.3. Nomination of supervisor:** As a part of the contract, the Contractor is required to nominate a supervisor (s) who will supervise, provide vehicles, control and give directions to the driver(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor to authorized official of IIM Amritsar.
- 2.4.4.** In case of accident, injury or death caused to the driver or passenger(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify IIM Amritsar from such liabilities.
- 2.4.5.** The Contractor shall issue Identity cards in his firm's name and uniforms to the resource(driver), placard (where applicable) deployed.
- 2.4.6.** The vehicle provided to the IIM Amritsar should be fit and road-worthy to avoid any breakdowns and any unwanted happenings during duty. In case of break down for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the contractor immediately.
- 2.4.7.** The driver(s) with vehicle(s) will have to report at the specified time/date/location as per the requirement of IIM Amritsar.
- 2.4.8.** Vehicles with only commercial registration shall be accepted.
- 2.4.9.** The deployed vehicle shall arrive at designated location on time. In an event of delay not more than 10 minutes, applicable penalty will be levied. Beyond 10 minutes of delay, IIM Amritsar can arrange other transportation facility, the bill of which will be borne by the contractor.
- 2.4.10.** All the expenditure of the vehicle towards repair maintenance, replacement of spare parts, lubricating oil of engine, Gear Box & differential coolant, Tyres & Tubes, Battery etc. and salary of the driver, payment of insurance/Road tax etc. required for operation of vehicle in a state will be borne by the contractor.
- 2.4.11.** The Agency shall be solely responsible for any claims by any third party and/or passengers traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
- 2.4.12.** IIM Amritsar will in no way be responsible for violation of traffic rules and/or infringement of any other law for the time being in force, either by the driver of the vehicle or by the

contractor. The driver as well as contractor shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which IIM Amritsar would not be held liable/responsible in any manner whatsoever.

- 2.4.13.** Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and IIM Amritsar will not be liable in any manner.
- 2.4.14.** The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour[R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.
- 2.4.15.** The vehicles deployed for duty for IIM Amritsar shall at no point of time carry any person other than guests/employee of IIM Amritsar.
- 2.4.16.** The contractor shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the IIM Amritsar requirement. User shall not be liable for any damages whatsoever to public property and/or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- 2.4.17.** Unwanted gossiping with the guests/passengers and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the passenger and talk in the mobile to the minimum duration.
- 2.4.18.** As soon as the driver is advised to attend/receive any guest by the IIM Amritsar, the driver should call /SMSs the guest giving his mobile and vehicle details. Charges of calls /SMSs will be on agency's account.
- 2.4.19.** The mileage count will start from the location of pickup and no extra kilometers from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.
- 2.4.20. Payment related obligations**
- a. The payment will be made by the institute to the contractor on completion of the duty on submission of the bill(s) within a week along with the duty slip (duly signed by the user).
  - b. Parking and toll fee, where applicable, shall be payable on submission of original receipt of the same with the bill(s).
  - c. TDS and other statutory levies as applicable from time to time and penalties as per deficiency clause will be deducted from the bills of the contractor.
  - d. Minor delays/ wait period of upto one hour won't be payable.
  - e. No advance payment shall be made.

## **2.5. AWARD CRITERIA**

- a. The contract may be awarded to the Tenderer/ Bidder whose technical proposal is responsive, cost-effective, and meeting all the requirements of IIM Amritsar and whose financial bid has been determined to be lowest. After the opening of the price bids of the short-listed Bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.
- b. The successful bidder shall have to submit a declaration, indemnity and undertaking, which will become part of the agreement. The Contractor will sign the agreement with all terms & conditions of this Quotation with IIM Amritsar and will provide the services from the date as will be mentioned in the work order/agreement.
- c. The earnest money deposit (EMD)/Performance security will be forfeited if the contractor fails to comply with the terms & conditions of the Quotation/work order/subsequent letter(s), and



the contract may also be cancelled.

## 2.6. DEFICIENCY & PENALTY

Deficiency shall mean a deficiency in the performance of service(s) including, poor quality of service, non-compliance of statutory provision(s) or non-compliance of any of the Quotation condition(s).

IIM Amritsar on observing any deficiency may inform/advise the supervisor/representative of the Contractor to rectify the same and a token penalty shall be levied. If the deficiency(ies) still persists even after repeated advice / information, the Contractor will be issued show-cause notice, setting out the deficiency(ies) observed, to give the Contractor an opportunity to make a representation within 7 (seven) days from the date of receipt of such notice. If any such representation is made by the Contractor, IIM Amritsar shall take cognizance of the same before taking a final decision in respect of deficiency(ies).

- a. With a view to discourage deficiency(ies) in the performance of any service(s) by the Contractor, it is agreed that for each Deficiency as determined by IIM Amritsar in any service(s) to be performed by the Contractor, IIM Amritsar shall be entitled to levy a token penalty, if not specified elsewhere, of 50% of the billed amount per deficiency per instance.
- b. List of deficiencies and penalties thereof:

Sl. No.	Nature of Deficiency in services	Rate of Penalty (Rs.)
1.	Complaints of misbehavior or negligence, denial of duty, use of abusive language and/or smoking, under the influence of drug/alcohol, lateness on the part of the driver, vehicle more than three years older, faulty, vehicle/driver without required documents, non-commercial vehicle. And, Non-compliance of other Term & conditions of the agreement.	50% of the billed amount per deficiency per instance
2.	Any act of theft or/and any damage	Cost of the actual theft/damage with extra 20% on this as service charge

- c. In case, the deficiency continues for such period or in such manner as determined by IIM Amritsar that affects the services as mentioned in the Scope of Work/ work order, on expiry of notice period, rectify / re-execute the service as the case may be at the risk and cost of the Contractor or may terminate the contract due to non-performance.

The decision of the Director, IIM Amritsar with regard to any deficiency in service and penalty(ies) for such deficiency(ies) or to any issue arising under this clause, shall be final and conclusive without prejudice to its right to terminate the Contract thereof / terminate the service(s) on the basis of repeated occurrence of identified deficiency(ies) / instance of persisting poor performance.

In the event of such termination of services / contract, IIM Amritsar reserves the right to get such service(s) performed at the risks and costs of the Contractor for a period equivalent to the unexpired period of the Contract thereof.

**2.7. CONTROL OVER EMPLOYEES**

The resource(drivers) deployed by the Contractor under the contract shall be the employees of contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the competent authority of IIM Amritsar or his representative) and in no case, shall an employer-employee relationship accrue/rise implicitly or explicitly between the said person and IIM Amritsar.

**2.8. CONTACT DETAILS**

Contact details of the person for all service related queries/support.

Name & Designation:	
Phone No:	
Mobile:	
E-mail:	

**2.9. TERMINATION OF CONTRACT**

IIM Amritsar reserves its right to terminate the contract at its absolute discretion including, but not limited to the following:

- a. If the contractor is adjudicated insolvent by a Competent Court of Law or files for Insolvency or the Agency's Company is ordered to be wound up by a Competent Court. The contractor commits any material breach of the terms of this contract with IIM Amritsar or if found guilty of any malpractice in the performance of the contract.
- b. If any charge-sheet is filed by the Competent Authority of the Government against the contractor or is convicted by a criminal court on the grounds of moral turpitude.
- c. In the event of non-satisfactory service or failure on the part of the agency or if the agency shall neglect to execute the services with due diligence or shall refuse or neglect to comply with any reasonable orders by IIM Amritsar in connection with the service shall contravene the provisions of the Contract, IIM Amritsar shall have the option to terminate the contract by giving one-month notice. It may get the services (either in part or in whole, as the case may be) by any alternate sources at the agency’s risk and cost. In such an event, the agency shall have no claims whatsoever against IIM Amritsar in consequence of such termination of the contract. The decision of the Director of IIM Amritsar in terminating the contract will be final and binding on the agency.
- d. In case the contractor withdraws his services without giving a prior notice of one month, the billed amount/EMD/Performance security will be forfeited and the firm will be debarred/blacklisted in future.

**2.10. CONCILIATION & ARBITRATION**

Any dispute or difference whatsoever arising between the parties relating to or arising out of the contract shall be settled first by Conciliation in accordance with the Govt. Rules and settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties. Reference to Arbitration shall be made only when the Conciliation has failed. In case of such dispute or difference, the matter would be referred to the Arbitrator, whose decision shall be final and shall not be called in question. The Director of IIM Amritsar will appoint an Arbitrator with the mutual consent of both the parties (Contractor and IIM Amritsar).

**2.11. JURISDICTION**

This contract shall be operated within the jurisdiction of courts in Amritsar (Punjab).

## **2.12. CONTRACT PERIOD**

The initial contract period will be for one year that could be extended subject to the approval by competent authority on yearly basis with the same terms & condition of the Quotation as mutually agreed upon by both the parties (IIM Amritsar & Contractor) based on institutional needs, satisfactory performance and/or fulfillment of contractual terms & conditions by the contractor/agency. The contract shall be automatically expired at the end of contract period (12 months).

### **3 - SCHEDULE OF REQUIREMENTS**

#### **3.1. NATURE AND SCOPE OF WORK**

The Contractor shall provide vehicles on hiring basis as and when required by IIM Amritsar with experienced and trained drivers.

- 3.1.1.** The vehicles to be provided should not be more than three years old, in good condition, and should not have run more than sixty thousand (60,000) kilometers as on the date of service.
- 3.1.2.** IIM Amritsar will need dedicated vehicles and drivers on demand (with photo identity cards of agency and uniform). The vehicles would be required at any time and any day as needed by IIM Amritsar.
- 3.1.3.** The vehicle(s) on duty should have working AC/heater, mineral water bottle, mainstream English newspaper, slippers, paper napkins/tissues, towel, car freshener(fragrance).
- 3.1.4.** IIM Amritsar may demand specific make and model of a vehicle.
- 3.1.5.** The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with medical kit. The vehicle should have a mobile charger and ambient freshener.
- 3.1.6.** Agency shall ensure that the vehicle should be parked at the place as advised by the IIM Amritsar's designated official. If the vehicle needs to be away for some reasons like refueling, petty repairing etc. It should be with the knowledge of the designated Officer of the IIM Amritsar. Moving away without the knowledge of the designated Officer of the IIM Amritsar will be considered as non-available and will be liable for penalty.
- 3.1.7.** The bidders shall ensure that all the necessary documents like Registration certificate, insurance papers, valid Pollution free certificate etc. are available with drivers, and that the drivers are well-mannered and cleanly dressed. The drivers will also be required to carry a mobile phone with them to facilitate a quick contact.
- 3.1.8.** The driver(s) of the vehicle(s) must have a valid driving license to drive the light vehicle.
- 3.1.9.** The Driver should have a clean track record without any history of conviction in the court of law.
- 3.1.10.** The contractor shall abide by all statutory requirements for this contract. IIM Amritsar shall have no responsibility and in no way be liable towards taxes, fees, cost of diesel/petrol/Mobile, and salary to drivers, maintenance etc, or any other charges payable in respect of running the car except the contract price.
- 3.1.11.** Vehicles shall be provided with duty slip/log book, as the case may be. Cars engaged for duty must be certified by users clearly indicating the kilometre reading and time on duty slip/log book as the case may be and the driver should be able to maintain the same independently with proper care.
- 3.1.12.** The bidders shall have enough resources to repair their cars in a minimum possible time. At times, they should also be in position to arrange extra vehicles immediately in such cases.
- 3.1.13.** The agency interested will quote the financial bid keeping in account the road tax, insurance premium, fuel expenses and other expenses etc.

## 4 - PRICE SCHEDULE (TO BE QUOTED BY THE BIDDERS)

Form-1

### FINANCIAL BID FOR HIRING OF LIGHT VEHICLES

S. No.	Description	Day-to-Day hiring				Long-term hiring		Outstation hiring			
		Rate per Km for Pick / Drop (from/to point of pickup/drop)	Rate for 40 Km. with 04 hrs. duty	Rate for 80 Km. with 08 hrs. duty	Rate per Km beyond fixed Km	Rate for Half month service (Minimum for 800 kms and for 10 hours/day)	Rate for Full Month service (Minimum for 1500 kms and for 10 hours/day)	Rate for Minimum running upto 250 Kms per trip (including driver allowance)	Rate for Minimum running upto 550 Kms per trip (including driver allowance)	Rate per Km beyond fixed Km	Overnight stay / 24hrs usage halt charges
1.	Sedan- Etios / Dzire or equivalent										
2.	SUV-Toyota Innova										
3.	SUV-Toyota Innova crista										

GST (in percentage): @ \_\_\_\_\_ %

**Note:** I/We certify that the quoted rate, as given in the above table(s), is inclusive of all expenses such as administrative overheads, fuel, operation & maintenance, Pollution check-up, Insurance, permit, repair and servicing, wages and allowance of driver and cleaner/helper (excluding GST, if any). No escalation/ extra charges shall be payable on account of rise in prices of fuel, lubricants, maintenance, wages etc. Mileage count will start from the location of pickup/drop and not from the garage. I/We shall provide vehicles on hiring basis as and when required in any number to IIM Amritsar with experienced and trained drivers as per the terms and conditions of the tender.

Date:

NAME & SIGNATURE OF THE CONTRACTOR

SEAL:

## 5 - UNDERTAKINGS AND AGREEMENT FORM

Form-2(a)

(On upto Rs.50 stamp paper)

### DECLARATION

I..... sole proprietor/Director/Partner), the authorized signatory of **M/S**..... having its registered office/principal office at.....do hereby solemnly affirm and declare as under: -

1. That I/we will abide by all the rules and regulations of the State/Central Government/Local Administration under the Motor vehicles Act, any other relevant Act as may be in force from time to time.
2. I/We undertake to indemnify IIM Amritsar against any loss or damage which IIM Amritsar may suffer as a consequence of I/We not complying with the laws referred to above. Also. I/We further undertake to indemnify IIM Amritsar against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this Quotation/contract. That I/we further undertake that in case any liability accrues during the tenure of my contract with M/s Indian Institute of Management, Amritsar. In that event I shall be held responsible to reimburse/indemnify to the principal employer for any such loss caused in this regard.
3. That I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer due to my lapse, I undertake to reimburse the same or the principal employer is authorized to deduct the same from my bill/security amount lying with the principal employer as payable.
4. That I/We also undertake to execute the agreement as presented by the Institute (IIM Amritsar) and abide by the terms and conditions of the Quotation which have been perused and understood by me/us. I/We have gone through the terms and conditions of the Quotation and agree and undertake to abide by the same during the term of the contract.
5. That I/We agree and undertake to provide well-experienced employees keeping good health and not suffering from any communicable/contagious disease.
6. That I/We agree to undertake to provide vehicles with drivers as and when required by IIM Amritsar complying with the terms and conditions of the Quotation. I/We shall meet the demand of providing any number of vehicles to IIM Amritsar even on short notice.
7. That the contractor shall nominate a supervisor who will be responsible for supervision /control, of all activities related to contract, and the Contractor shall be bound to abide by the Instructions/Orders/Decisions and Directions by IIM Amritsar and its authorized officer(s).

That the contents stated in the above paras have been fully understood/explained by/to me and there is no pressure upon me and I am executing this declaration in my full senses and I shall be abide by the same.

Contractor's Signature and seal with date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

WITNESSES :

- 1.
- 2.

(On upto Rs.50 stamp paper)

**INDEMNITY BOND**

WHEREAS Indian Institute of Management Amritsar (hereinafter referred to as IIM Amritsar) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at ----- has entered into a CONTRACT with **<name of the Contractor>** Incorporated (hereinafter referred to as the ('CONTRACTOR') which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at ----- for Rs. -----for **<NAME OF THE CONTRACT>** ---- **for a period of-----**" and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. -----and various documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

IIM Amritsar has also requested the CONTRACTOR to execute an Indemnity Bond in favour of IIM AMRITSAR indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub-Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of IIM AMRITSAR for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

1. Contractor shall be directly responsible for any/all disputes arising between him and his employees and keep the Institute indemnified against actions, losses, damages, expenses and claims whatsoever arising thereof. IIM Amritsar shall not be a party in any such dispute.
2. Contractor shall be fully responsible for theft or mischievous deeds with the passengers, if any by his drivers. Any loss due to any of above reasons shall be compensated by him in full.
3. During the validity of the contract, if any damage or loss of whatsoever nature to property due to negligence/mistake of person employed by the contractor, the sole responsibility of the same shall lie on the contractor alone. The Institute will be indemnified by the contractor about such loss/damage, if any, to the property or person.
4. The contractor shall keep IIM Amritsar indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and IIM Amritsar shall not be liable for any damages or compensation to any personnel or third party.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IIM AMRITSAR from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to IIM AMRITSAR forthwith, on demand, without protest the loss suffered by IIM AMRITSAR together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with IIM Amritsar that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of IIM Amritsar arising from any such contract/case for which IIM Amritsar has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

**SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE**

**Place:**

**Date:**

**UNDERTAKING**

**(To be submitted along with un-priced bid)**

To

The Director,  
Indian Institute of Management, Amritsar  
Punjab Institute of Technology Building,  
Inside Government Polytechnic Campus,  
Polytechnic Road, PO: Chheharta, G.T. Road  
Amritsar - 143105

Sub: Providing ..... Services for IIM Amritsar for 12 months

Sir,

Having examined the details given in notice inviting Quotation for the above work, I / we hereby submit the qualification application documents (Technical Bid) and the Quotation (Financial Bid) for the work duly filed.

1. I / we hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I / we have furnished all information and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
3. I / we also authorize the Director, IIM Amritsar or his representative to approach individuals, firms and corporations to verify our competence and general reputation.
5. I / we submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed following works.
6. I/We hereby undertake that I/We have completely understood the terms & conditions of the Quotation.
7. I/We further undertake to ensure all compliances of the Quotation conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed IIM Amritsar/owner is at liberty to take action in line with the Quotation conditions including penalty/termination of the contract.

I am / we are aware that the Quotation documents (Financial bid) will not be opened if I am / we are not qualified to take part in the tendering process.

Your faithfully,

Signature(s) of the applicant(s)

Name :

Designation:

Date of submission:

Seal:



**AGREEMENT**

This agreement made on this ..... between the Indian Institute of Management Amritsar through their Director on one part (hereinafter refer to as IIM Amritsar).

**And**

..... (Hereinafter referred to as the Contractor which expression shall include his heir, executors, administrators and assigns) of the other part. Whereas the IIM Amritsar is desirous of giving a contract for providing the ..... in the Institute and whereas ..... have offered to provide the same on the terms and conditions stated in the Quotation document and hereafter stated.

Now it is hereby agreed by and between the parties.

1. The following documents shall be deemed to form part of the agreement and the contractor agrees to the terms and conditions given in these documents and ensure full compliance to them.
  - a. Declaration(Form-2a), Indemnity bond(Form-2b), Undertaking(Form-2a) submitted by the Contractor
  - b. The Work order issued by IIM Amritsar bearing No.....Dated .....
  - c. Quotation Number.....dated.....
  - d. And, Subsequent letter(s) issued to contractor.
  
2. **Terms and Conditions**
  - 2.1. The Contractor hereby agrees with the client to render ..... service in conformity to the provisions of this agreement.
  - 2.2. **Commencement and termination:** That the agreement will come into force with effect from ..... and shall barring unforeseen circumstances. The initial contract period will be for one year that could be extended on a yearly basis with the same terms & condition of the Quotation as mutually agreed upon by both the parties (IIM Amritsar & Contractor) based on institutional needs, satisfactory performance and/or fulfillment of contractual terms & conditions by the contractor/agency.
  - 2.3. That the agreement may be terminated by either party by giving one month's notice to the other.
  - 2.4. That under the circumstances given below, the Institute shall have the right to terminate the contract without notice, in addition to other remedies as available under the law.
    - 2.4.1. For committing a breach of any of the terms and conditions of this agreement by the Contractor, he will further be liable to pay the damages as assessed by the arbitrator.
    - 2.4.2. Contractor shall in no case lease, transfer, sublet, assign/pledge or sub-contract its rights and liabilities under this contract to any other agency.
    - 2.4.3. The Contractor being declared insolvent by a competent court of law.
  
3. **Arbitration:** In the event of any question or dispute or difference arising under this agreement or in connection therewith, the same **would be referred to the Arbitrator whose decision shall be final and shall not be called in question. The Director of IIM Amritsar will appoint an Arbitrator with the mutual consent of both the parties (Contractor and IIM Amritsar).**
  - a. The arbitrator may from time to time with the consent of all the parties extend the time for giving and publishing the award.
  - b. Subject to the aforesaid provisions, the Arbitration and Conciliation Act, 1996 and the

rules made thereunder and any modification/amendments (2015,2019) thereof from the time being in force shall be deemed to apply to the arbitration proceedings. All disputes and arbitration under this agreement shall be subject to the jurisdiction of the Court of Law (Amritsar, Punjab)

IN WITNESS WHEREOF we set our hands on

FOR & ON BEHALF OF THE PROPRIETOR

FOR & ON BEHALF OF THE INDIAN  
INSTITUTE MANAGEMENT,  
AMRITSAR

**(CONTRACTOR)**

**(Authorized Signatory) Witness**

Witness

1.

1.

2.

2.

Address:

## **6 - OTHER STANDARD FORMS**

FORM-4

Ref: -

Dear Sir,

The following UTR of transactions made to IIM Amritsar are enclosed herewith towards Tender Fee & EMD

<b>Detail of DD</b>	<b>Amount</b>	<b>UTR No. &amp; Date</b>	<b>Bank Name</b>
Tender Fee	Rs.		
EMD	Rs.		

**CERTIFICATE**

**(To be provided on the letterhead of the firm)**

I hereby certify that the above firm/agency neither blacklisted by any Central/State Government/ Public Undertaking/Institute nor is any criminal case registered/ pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case, at a later date it is found that any details provided above are incorrect, any contract given to the above agency may be summarily terminated and the firm blacklisted.

**Authorized Signatory Date:**

**Name: Place: Designation: Contact No.:**

**Seal**

## Financial Statement

### 1. Financial Analysis

Details are to be furnished duly supported by figures in Balance Sheet / Profit and Loss a/c for the last three financial years duly certified by the chartered accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Sr. no.	Details	Years ending 31 <sup>st</sup> March of		
		Year:	Year:	Year:
1.	Gross Annual turnover in service provided			
2.	Profit (+) / loss(-)			

Supporting Documents are to be attached along with the Annexure-(*Balance Sheet approved by the CA and the IT clearance certificate, profit loss account, Income Tax Returns for the last three financial years*)

### 2. Financial arrangement for carrying out the proposed work

### 3. Income Tax PAN Details

### 4. Details of Solvency certificate from Bankers of Applicant

**Signature of Applicant(s)**

**Signature of Chartered Accountant with seal**

**Details of all contracts completed during the last five years**

Name of company: \_\_\_\_\_

Sr. No.	Name of contract & location	Name of client	Annual cost of contract	Period of Contract	Supporting document (attach copies of work order & completion certificates )

**Note:** - Above experience sheet must be supported by authentic certificates from service taking organization.

(Signature of the applicant with office seal)

**Contracts under progress**

1. Name of work :
  
2. Location :
  
3. Client's Name and address :
  
4. Scope of work :
  
5. Details of personnel deployed on the work:
  
  
7. Value of work :

Signature of Applicant(s)

**Performance Report by the clients for contracts completed**

1. Name of the work & Location
2. Scope of work
3. Agreement No.
4. Tendered Cost
5. Value of work done
6. Date of Start
7. Date of completion
  - a. Stipulated date of completion
  - b. Actual date of completion
8. Amount of compensation levied for delayed completion, if any
9. Name and address with telephone no of Officer to whom reference may be made
10. Remarks (indicate whether any show cause notice issued or Arbitration initiated during the progress of work)
11. Performance report based on quality of work, time management and resourcefulness:

Very Good / Good / Fair

**Sign & seal of Authorized official of the organization**

**Mobile No.**



**Details of Key Technical and Administrative Personnel Employed by the Firm/Company**

S.No.	Designation	Total No.	Names	Qualification	Professional experience	Length continuous service with employer
1	2	3	4	5	6	7

Signature of Applicant(s)

**Structure and Organization of the contractor/agency**

1. Name and address of the applicant :
2. Telephone No. / Fax No. / E-Mail address :
3. Legal Status (attach copies of original Document defining the legal status) :
  - a) An individual
  - b) A Proprietary Firm
  - c) A Firm in Partnership
  - d) A Limited Company or Corporation
4. Particulars of registration with various Government bodies (attach attested photo-copy) :
  - a) Registration Number
  - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend the service for a period of more than six months continuously after the service was commenced? If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / Blacklisted for tendering in any organization at any time? If so, give details.
9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so give details.
10. In which field of the service, specialization and interest is
11. Any other information considered necessary but not included above

**Signature of Applicant (s)**

**BID SECURITY DECLARATION**

I/We hereby declare that

1. I/We will not withdraw or modify our bid during period of validity
2. I/We will deposit performance security, if applicable.
3. I/We will sign the agreement as per the specified schedule

If above is not abide by me/us, IIM Amritsar may suspend/blacklist us for three years to participate in their tendering/bidding/registration processes.

**Name, Signature and seal of the authorized bidder**