



INDIAN INSTITUTE OF MANAGEMENT AMRITSAR

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

TENDER FOR PROVIDING NON-AC BUS SERVICES ON RENTAL BASIS

COMMERCIAL/PRICE BID

Issued to: -----

Tender Reference No.	IIMASR/NIT/191/2020
Date of Issue of Tender	26-08-2020
Last date of receipt of Tender	10-09-2020 by 12.00 pm
Pre Bid Meeting / Inspection before bidding	02-09-2020 at 12.00 pm
Last date of receipt of queries.	02-09-2020 by 05.00 pm
Mode of Participation	Online Only
Date & Time for Opening of Technical	10-09-2020 at 12.30 pm
Date for Opening of Price Bid	Will be Intimated Later
Tender Fee	Rs. 1120
Earnest money Deposit (EMD)	Rs. 1,80,000/-
Performance security/Bank Guarantee	5% of the total cost of contract
Contract Period	12 months

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CHAPTER 1 - INSTRUCTIONS TO BIDDERS

Indian Institute of Management Amritsar is one of the six IIMs set up by the Ministry of Human Resources Development, Government of India, in the Union Budget of 2014. As per the directive of the union ministry of Human Resources Development. IIM Amritsar is currently located within the transit campus of Government Polytechnic, Amritsar, until it moves to its permanent campus (of approx.61 acres).

It presently has about 370 students and 40 staff and faculty members. Students have a summer internship break for about 60 days from April up to the first week of June, and term breaks up to one week after every term.

The Director, Indian Institute of Management Amritsar invites online tenders for providing Non-AC Bus services on rental basis with driver and cleaner/helper on 'as needed' basis for transportation of students between hostels and IIM Amritsar transit campus.

1.1. GENERAL GUIDELINES

- 1.1.1. Please read the Terms & Conditions carefully before participation in tendering. Incomplete Tender will be rejected. All pages of the Tender 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 Tender.
- 1.1.2. IIM Amritsar reserves the right to obtain feedback from the previous/ present clients of the tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the services provided by the tenderer.
- 1.1.3. Conditional proposal will not be accepted and will be rejected outright.
- 1.1.4. The IIM Amritsar reserves the right to reject any or all the tenders without assigning any reason.
- 1.1.5. Before submitting the Tender Document to the IIM Amritsar, the bidders may seek clarification(s), if any, during the pre-bid meeting/inspection/through an email.
- 1.1.6. The successful bidder shall have to submit a declaration as per Form-2, which will become part of the agreement as per Form-3.
- 1.1.7. Canvassing in any form will make the tender liable to rejection.
- 1.1.8. 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. The certificate should also indicate the compliance of statutory requirements.
- 1.1.9. If the date of opening of the tender is declared a holiday, the tender will be opened on the next working day at the same time.
- 1.1.10. **Submission of Bids:** The tender 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 eTender Portal on IIM Amritsar’s Official website (www.iimamritsar.ac.in) only. Bids submitted by mail, Offline will not be accepted in any circumstances.
- 1.1.11. **Tender 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.1,80,000/- (Rs. One Lakh Eighty Thousand only)** along with the tender.

- a. The EMD will be returned to the unsuccessful Tenderers/Bidders by 30th day after the award of the contract.
- b. The EMD will be returned to the successful tenderers/bidders only on furnishing the Performance Gurantee/Bank Guarantee, If applicable.
- c. The EMD shall not bear any interest.
- d. MSME/NSIC firm will get EMD exemption as per Govt. of India notification subject to the submission of valid registration certificate towards the same.
- e. Tender fee and EMD should be deposited online using the link (<https://iimamritsar.ac.in/payment/>)

1.1.12. **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.

1.2. PROCESSING OF TENDER

1.2.1. Technical Evaluation (Technical bid) Eligibility Criteria

- 1.2.1.1. Applications received within the stipulated deadline containing EMD, Tender fee, and the tender documents, along with all the required enclosures, only will be taken for consideration.
- 1.2.1.2. Any sole proprietor/ partnership firm/cooperative society/company can apply.
- 1.2.1.3. Should have a sufficient number of buses not older than 05 years from the date of manufacture for the proper execution of the contract with the Punjab registration number (declaration on available number of buses with registration number and manufacture date to attach).
- 1.2.1.4. **Experience:** The tenderers must be in the business of providing/ operating buses (52 to 60 seats capacity) for at least 05 years and should have provided & operated such buses to an organisation earlier.
- 1.2.1.5. Latest No Objection Certificate letter issued by the RTO / district Magistrate.
- 1.2.1.6. Should have a valid PAN Number and GST registration in the name of the company/agency.
- 1.2.1.7. **Financial Statement:** The company/agency should be operational for the last 05 years and a profit-making company. In the last 05 years, tenderer should have provided services of Rs. 15 Lakhs (proof to be attached).
 - a. Should be a profit making complany and must have a solvency of Rs. 10 lakhs certified by the bankers of the applicant (attach certificate).
 - b. Copy of ITRs for the last three financial years should be enclosed.
 - c. Should not have incurred any loss in more than two years during the last five years ending 31.3.2020. Copy of audited statements of accounts for the last five financial years should be enclosed.
- 1.2.1.8. Should not have been blacklisted by any Government Organization. Undertaking in this regard is to be furnished.
- 1.2.1.9. Should fulfill all the statutory requirements as per state/central govt. rules related to Motor Vehicles Bill and issued/notified by District Transport office (enclose proof for

meeting these requirements).

The Contractor should have registered with the following registration authorities by paying necessary fees, wherever required: -

- a. Registrar of Companies
- b. Income Tax
- c. GST Registration
- d. Valid License/Permission/Pass/NOC issued by Regional Transport Officer.
- e. Any other registration which is required as per State/ Central Government rules.

1.2.1.10. List of other documents (in addition to the above) to be submitted with Technical bid: (In Serial Order and Put Page numbers also)

- a. Tender Fee and EMD – **Form-4**
- b. Certificate of Declaration of Blacklist / Not Blacklist of Company – **Form-5**
- c. Financial statement- **Form-6**
- d. Details of services provided/completed during the last five years. **Form-7**
- e. Works under progress **Form-8**
- f. Performance report by the clients for works completed **Form-9**
- g. Details of the technical and administrative personnel employed **Form-10**
- h. Structure and organization of the contractor/agency. **Form-11**
- i. Letter of transmittal. **Form-12**
- j. Self-attested copies of the following:
 - i. Certificate of Incorporation
 - ii. Article/Memorandum of Association or Partnership Deed or an affidavit stating that it is a proprietary concern, as the case maybe, of the Agency.
 - iii. PAN/GIR card of the Agency
 - iv. Special registration, if any, for Transport services.
 - v. Any other registration which is required as per State/ Central Government rule.
 - vi. Experience Certificates, work orders etc.

Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.
- b. Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures /weakness etc.

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.

1.2.2. **Financial Evaluation (Financial bid)**

The Financial Bid (Tender) should be submitted strictly in the prescribed Form-1 "FINANCIAL BID" and should remain **valid for a minimum of three months**. Financial bids which are not submitted in the prescribed form will be summarily rejected.

The Financial Bid (Tender) of the applicants who have not been qualified in the Technical Bid shall not be considered. Financial bids of only technically qualified tenders 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 OF BIDS/TENDER

1.3.1. Any bid not accompanied by required EMD and Tender fee.

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

1.3.3. If any bidder has filled more than one bid.

1.3.4. If unclear, poorly scanned copies are uploaded and received

1.4. QUERIES & RESPONSES

Queries related to the stated above should be submitted at purchase@iimamritsar.ac.in **only till 02-09-2020, 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.

CHAPTER-2 CONDITIONS OF CONTRACT

2.1. PERFORMANCE SECURITY/BANK GUARANTEE

The successful Tenderer/ Bidder will be required to furnish performance security in the form of bank guarantee @5% of the total cost of the contract 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.
- 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.

2.2. GENERAL CONDITIONS

- 2.2.1. The Contractor must have sufficient Non-AC Buses for transport services.
- 2.2.2. The drivers and helper/cleaner should be healthy, adult, disciplined and well mannered.
- 2.2.3. The drivers deployed should have atleast one year experience and must be trained adequately.
- 2.2.4. The driver/helper/cleaner deputed on duty must be atleast 10th pass, have valid driving license. They should be able to speak/read Hindi & Punjabi, keep with them the proper & up-to-date records of the vehicle (eg RC/ Insurance/ valid driving license/ Route Permit and other related documents, as mandated).
- 2.2.5. The Driver & helper/cleaner should be courteous to the passengers, maintain discipline, decorum, should always carry a valid & working mobile phone with them. In the event of misbehavior, on the part of driver, IIM Amritsar may impose penalty as deemed fit on the Contractor.
- 2.2.6. The contractor will be responsible to provide and pay for uniform, identity cards and accessories(masks, gloves),mobile phones and mobile connection to driver/helper/cleaner.
- 2.2.7. IIM Amritsar will give no advance payment. The Contractor will make his arrangement of funds.
- 2.2.8. The Contractor shall fulfill and diligently comply with all the directions in general or special orders given by the IIM Amritsar from time to time, and all such orders will comprise part of the agreement.
- 2.2.9. 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.
- 2.2.10. The Vehicle will have to be provided by the Transport providers for 12 hours as per institute's requirement on all days of the week. During this time the vehicle would be deputed to meet the requirements of IIM Amritsar. The Buses provided must have a proper documentation to operate anywhere in Punjab.
- 2.2.11. During duty hours, the vehicle should be parked at the designated parking zone and will remain under the control of IIM Transport Section.
- 2.2.12. The condition of the vehicle should be road worthy, in good condition(Clean, hygienic, airy, well cushioned etc) for passengers' seating, and will be inspected prior to commencement of the contract.

- 2.2.13. The Contractor will be solely responsible for all actions including payment of any type of claims arising out infringement of rules, regulations, accident or any other unforeseen happening. In case the vehicle is withdrawn for Maintenance / repair / breakdown, an alternate substitute vehicle will be provided forthwith. Such planned repair/ maintenance should always be communicated in writing (or by email) and prior approval of the concerned representative of IIM Amritsar to be taken.
- 2.2.14. All liabilities in respect of the vehicle and the driver/cleaner/helper including accident to vehicle, injury to the driver and passengers travelling in vehicles, are the responsibility of the Contractor. The IIM Amritsar has no responsibility whatsoever and will not entertain any claim in this regard.
- 2.2.15. The engagement, employment of driver and payment of wages as per existing provision of various labour laws or regulations is the responsibility of the Contractor and shall be deemed as breach of this contract, if not adhered to.
- 2.2.16. The Contractor shall assign the job of driving of hired vehicles only to qualified, experienced, valid license holder drivers, and will also assume full responsibility for the safety and security of the driver and cleaner/helper. The essential spares are to be stored in the vehicle for trouble free driving. IIM Amritsar shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant section of Motor Vehicle Bill & IPC and any loss caused to IIM Amritsar will have to be suitably compensated by the Contractor.
- 2.2.17. The maintenance cost, charges of fuel (petrol/diesel), road tax, permit fee, Road taxes, challans, salary, overtime, food, and living of the driver etc. are the responsibility of the Contractor and should be paid by him. The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers too. IIM Amritsar doesn't encourage overtime and hence change of Driver/cleaner/staff etc should be factored by the Contractor prior placing bids.
- 2.2.18. Driver/helper/Cleaner deployed on the vehicle must be provided a mobile phone by the Contractor to contact any time by the concerned. No extra charges for communication would be paid by IIM Amritsar for the same.
- 2.2.19. In case of break-down/servicing/repair, the Contractor shall provide alternate vehicle in good condition, failing which, the vehicle shall be hired from any other source/sources at the risk and cost of the Contractor.
- 2.2.20. The Institute shall have absolutely no responsibility to pay any compensation for any accident occurred to any driver/helper/cleaner of the Contractor during their to-and-from journey and or while attending to the services of the Institute, and no other charges whatsoever shall be paid by the Institute to the Contractor.
- 2.2.21. Payment will be made on monthly basis on submission of the bill duly verified and certified by the concerned official of IIM Amritsar.
- 2.2.22. No escalation/ extra charges will be allowed over & above the approved rate during the tenure of contract.
- 2.2.23. IIM Amritsar reserves the right to terminate the contract at any time without assigning any reason thereof by giving a prior notice.
- 2.2.24. The Contractor should quote a landline/mobile number on which he or his representative can be contacted any time (24x7 Hours).

- 2.2.25. Vehicles supplied to IIM Amritsar shall fully comply with vehicle fitness requirements in the State, and all provisions of the Motor Vehicles Bill and rules made there under including other instructions/requirements issued/specified from time to time. The vehicles should be in excellent condition and well-furnished and should be the latest model, not more than 5 (five) years old (from the date of manufacturing/registration). Unauthorized CNG/LPG Gas kits are not allowed as a fuel in any bus.
- 2.2.26. The vehicle sent for services will be kept neat and clean all the time from inside and outside. In no case, the driver will be allowed to use mobile and smoke while driving the vehicles. The Contractor will also ensure that the duty driver, cleaner/helper will not permit any unauthorised person to enter inside the vehicle while transporting or in parked vehicle.
- 2.2.27. No deviation shall be entertained during the course of any specific duty. Contractor should be able to provide all documentation, required support to bus/driver on duty, replacement of bus/driver as and when required in the case of unforeseen circumstances or breakdown. The duty shall have to be completed to the satisfaction of the users.
- 2.2.28. Before entering into contract the Contractor has to submit a photocopy of Driving Licence of Drivers / Registration Certificate of Vehicle(s) / Route Permit / Road Tax paid proof / Insurance etc.

2.3. STATUTORY REQUIREMENTS

- 2.3.1. The Contractor shall not employ any child Labour(s) in contravention of the Labour Employment Act, 1970
- 2.3.2. Payment of all taxes and compliance of all the laws, rules, regulations, orders etc. will be the sole responsibility of the Contractor.
- 2.3.3. The agency shall be solely responsible for complying with all the provisions of Motor Vehicles Bill, and Misc. Provisions & Act. And, other Acts & Provisions applicable relating to manpower engaged for this contract and in the event of any liability by virtue of its being principle employer due to failure of the contractor shall indemnify and reimburse the amount payable by IIM Amritsar on his account.
- 2.3.4. The contractor should have First-Aid box with necessary medicines etc. He should make necessary arrangements including care-taker for taking injured persons to clinic /Hospital in the event of emergencies.
- 2.3.5. TDS, if applicable shall be deducted from all payments made to the contractor as per rules and regulations in force and in accordance with the income tax act prevailing from time to time. Statutory norms, such as GST/ other taxes etc.
- 2.3.6. Contractor shall deploy his drivers in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, should not violate relevant provisions and prevailing labour laws and other acts & rules.
- 2.3.7. The contractor will maintain all the requisite records, any registers.

2.4. SPECIAL CONDITIONS

- 2.4.1. 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 tender. Required Affidavit (stamp paper) will be purchased by the contractor for agreement.
- 2.4.2. The Contractor should have a local Supervisor/ Manager and/or an office in Amritsar.

- 2.4.3. The Contractor will get the complete medical checkup done of all drivers at his/her cost, and the medical checkup certificate of drivers shall be provided to IIM Amritsar immediately before putting them on duty.
- 2.4.4. Log registers and other registers/documents required may be verified by any designated official of IIM Amritsar assigned for this purpose during inspection.
- 2.4.5. **Verificaiton of workers:** The drivers engaged by the Contractor should not have any adverse Police records/criminal cases against them. The agency would be responsible for making adequate inquiries about the character and antecedents of the driver before proposing their deployment. The character and antecedents of each driver should be got verified by the Contractor before their deployment through the local police,
- a. Police verification certificates for the driver(s) deployed for work to be submitted on demand.
 - b. Proofs of identity like driving license, election photo identity card, bank account details, previous work experience, proof of residence, and recent photograph and a certification to this effect should be submitted to the security office.
- 2.4.6. The Contractor shall withdraw such driver/cleaner/helper, who are not found suitable for any reason on receipt of such a request from IIM Amritsar.
- 2.4.7. The higher authority of IIM Amritsar reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the same, without assigning any reason thereof.
- 2.4.8. Contractor shall in no case lease, transfer, sublet, assign/pledge or sub-contract its rights and liabilities under this contract to any other agency.
- 2.4.9. Contractor shall be directly responsible for any/all disputes arising between him and his drivers/cleaner/helper 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.
- 2.4.10. Contractor shall be fully responsible for theft, burglary, fire or mischievous deeds, if any by his drivers/cleaner/helper. Any loss due to any of above reasons shall be compensated by him in full.
- 2.4.11. During the validity of the contract, if any damage or loss of whatsoever nature to property due to negligence/mistake of drivers/cleaner/helper 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.
- 2.4.12. The contractor shall keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the drivers/cleaner/helper engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- 2.4.13. The responsibility of providing substitutes, if a driver/cleaner/helper goes on leave shall be with the contractor and it should not hamper the effective services at the site(s).
- 2.4.14. The contractor shall supervise the functioning of his workers within their limitations and shall take all efforts to ensure that the services provided are efficient and flawless.

2.4.15. The contractor 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.

2.4.16. The Agency will have to depute trained driver(s) at the institute, who have at least one year of experience in driving Buses.

2.4.17. Payment conditions:

- a. The contractor will submit the monthly pre-receipt bills. The designated official on receipt of such bill, will confirm the record, and thereafter process the bill for payment. All the bills should be submitted on printed forms, duly signed and pre-receipted. In each case the monthly invoice of the said vehicle should be submitted within seven days (7 days) of the completed utilisation month along with the duty slip duly filled and signed by the concerned official of IIM Amritsar.
- b. The payment will be made by the institute to the contractor on monthly basis on submission of bill in duplicate along with the certificate of satisfactory performance of work from the concerned officer of the IIM Amritsar. A certificate to the effect that Motor vehicles Bill and notifications of RTO. etc. are being followed has to be furnished with proof alongwith the bill for payment.
- c. In case it is found that the Motor Vehicles Bill/ RTO directions or notifications are not being followed, the contract shall be terminated forthwith & the EMD/Performance security be forfeited.

2.4.18. If any of the driver/cleaner/helper is found misbehaving with student/staff member/visitor/guest of the IIM Amritsar, the contractor shall on receipt of instruction of the competent in this regard, would replace such worker.

2.4.19. No driver/cleaner/helper will be allowed to enter in the premises without identity card issued by the contractor.

2.4.20. IIM Amritsar is not bound to avail the services of the same driver/cleaner/helper for the whole period of the contract.

2.5. FINANCIAL BID VALIDITY

The financial bid shall remain valid for acceptance for three months from the date of opening of the Financial Bid. Rates quoted by the vendor shall be all-inclusive. Any other charges over the quoted rates shall be clearly indicated. The Tenderer/Bidder shall make no additions/alternations in tender forms, and if any such alteration is made, the tender is liable to be rejected.

2.6. AWARD CRITERIA

2.6.1. 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. However, the Institute reserves the right to accept or reject any offer without assigning any particular reason whatsoever, and no communication will be entertained in this regard. IIM Amritsar also reserves the right to accept or reject any or all tenders either in whole or in part or to invite revised price bids or to annul the bidding process 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 tender and reserves to himself the right of accepting

the whole or any part of the tender and the Tenderer/Bidder shall be bound to perform the same at the rates quoted.

- 2.6.2. The successful bidder shall have to submit a declaration, which will become part of the agreement. The Contractor will sign the agreement with all terms & conditions of this tender with IIM Amritsar and will provide the services from the date as will be mentioned in the work order/agreement.
- 2.6.3. The earnest money deposit (EMD)/Performance security will be forfeited if the contractor fails to commence the work, and the letter of award/work order and the award letter will be cancelled.

2.7. PENALTY

- 2.7.1. The Institute reserves the right to impose a penalty (to be decided by the IIM authorities) on the Contractor for any serious lapse in maintaining the services willfully or otherwise, by the Contractor or his manpower.
- 2.7.2. In the event of non-compliance of any of the terms & conditions of this contract, and/or any damage incurred by contractor or its drivers, a penalty will be imposed on the Contractor. The penalty will be limited to the extent of actual damages/quality lapse as decided/calculated by IIM Amritsar, in addition, 20% of the damage cost as a service charge will be levied.
- 2.7.3. If the Institute is not satisfied with the services provided or behavior of the Contractor or his/her driver(s) towards the services, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the IIM will be at liberty to take appropriate steps as deemed fit.
- 2.7.4. The Contractor shall be fully responsible for the theft, burglary, fire, or mischievous deeds, if any, occurred due to his drivers/cleaner/helper negligence. Any loss due to the negligence of drivers/cleaner/helper shall be compensated by the Contractor, or deductions may be made from the bills/security deposit.
- 2.7.5. In case of break-down of the vehicle, the same to be replaced by other vehicle in good condition immediately (within maximum one hour). Failure on the part of Contractor in supply of such replacement, will attract imposition of penalty of Rs 2000/- (Rupees Two Thousand only) on per hour delay, per instance to the Contractor.
- 2.7.6. IIM Amritsar reserves the right to impose penalty of Rs 2000/- (Rupees Two Thousand only), per instance to the Contractor, for unsatisfactory services such as Delayed arrival, delayed or not reporting at the designated stop/place, Misbehaviour with the users, Violation of instructions given by the Competent Authority of IIM Amritsar etc.

2.8. CONTROL OVER DRIVERS/CLEANER/HELPER

The drivers/cleaner/helper 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. Sub-contracting shall not be permitted.

2.9. CONTACT DETAILS

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

Name & Designation: _____

Phone No: _____

Fax No: _____

Mobile: _____

E-mail: _____

2.10. NAME ON THE CONTRACT

The Tender submitted shall clearly mention the name of the agency/person in whose favor the contract is to be made. Any request made after submitting the Tender for changing the name of the firm in whose favor the contract is to be placed shall not ordinarily be entertained.

2.11. IMPERMISSIBLE

Use of obnoxious items like Beedi, Cigarette, Pan Masala, Alcohol or any central banned drugs etc. are strictly prohibited inside the campus or other areas of IIM Amritsar. All areas under IIM Amritsar are declared as a "Smoking free zone". The contractor/ driver(s) should stop anyone whoever resorts to this or should report to the concerned authority.

The contractor will ensure that no drivers/cleaner/helper deployed by it, indulges in smoking, drinking alcohol, consumption of any intoxicants, chewing pan, tobacco etc. or unnecessarily loitering in the premises without work. A violation, if found, shall lead to automatic cancellation of the contract, imposing penalty and suitable legal action. Further, no prohibited activities shall be carried out on-premises.

2.12. 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 vendor 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 vendor 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 vendor 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 bus 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 EMD/Performance security will be forfeited and the firm will be debarred/blacklisted in future.

2.13. CONCILIATION & ARBITRATION

2.13.1. 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.

2.13.2. 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 be appointed as Arbitrator with the mutual consent of both the parties (Contractor and IIM Amritsar).

2.14. JURISDICTION

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

2.15. CONTRACT PERIOD

The initial contract period will be for one year that could be extended on yearly basis upto maximum three years with the same terms & condition of the tender 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) unless extended further by the mutual consent of contracting agency and IIM Amritsar.

2.16. ANY OTHER CONDITION

IIM Amritsar reserves the right to alter/revise the number of buses or may ask for additional buses with relevant personnel on some occasions at any point of time or otherwise.

Agency is to abide by all the Terms and Conditions stated in the Tender Document, and authorized signatory should sign all tender pages and documents. In case these terms and conditions are not acceptable to any Tenderer/ Bidder, he/she should clearly specify the deviations in his/her tender. IIM Amritsar reserves the right to accept or to reject them. In case of any dispute, the decision of the Director of the Institute shall be final and binding on all the parties.

CHAPTER-3 SCHEDULE OF REQUIREMENTS

3.1. NATURE AND SCOPE OF WORK

The Contractor shall provide the Non-AC Bus services having capacity of 52 to 60 Seats on rental basis along with required manpower like driver and cleaner/helper. The transportation of the students will be between Hostel (Blessing City) near Air Port Road to the transit campus of Indian Institute of Management Amritsar and vice versa. Total distance is about 15Kms on one side.

3.2. BUS REQUIREMENTS

The requirements of the Buses will be purely on 'as needed' basis. Therefore, the no. of Buses may increase or decrease any time and IIM Amritsar will be under no obligations to engage any specific number of Buses during the period of contract. Additional requirement of Buses would be indicated separately on some occasions or otherwise, which should be accommodated/offered on KM basis. Specification of the buses are given hereunder:

- a. Non-AC Buses of 52 to 60 seats capacity with Punjab registration number
- b. Buses not older than 05 years from the date of manufacture

3.3. DURATION OF BUS SERVICES

The Bus services have to be provided on all days of the week for 12 hours a day. It must be operational from 8.00am or as instructed by the concerned official.

3.4. EXPECTATION FROM THE CONTRACTOR'S WORKERS (DRIVERS/HELPER/CLEANER)

Following is expected from the drivers deployed by the Contractor:

- a. Should be medically, physically fit for the job.
- b. Should have good character, disciplined and well-mannered.
- c. Should have been in the employment roll of the bidder for a minimum of one year before their deployment to the IIM Amritsar site.
- d. Should behave and communicate appropriately and politely with students, employees etc.
- e. Drivers should have more than one year experience in driving buses.
- f. Should be appropriately dressed in uniform and accessories.

3.5. RESPONSIBILITIES OF THE CONTRACTOR

- a. Before entering into contract the Contractor has to submit a photocopy of Driving Licence of Drivers / Registration Certificate of Vehicle(s) / Route Permit / Road Tax paid proof / Insurance etc.
- b. The Bus service is required to be carried out on all the days of the month (7 days a week).
- c. Weekly off, holidays, leaves etc. will be managed by contractor and will provide the replacement in lieu.
- d. The drivers put on duty must have valid driving licence and they must be provided with appropriate uniforms & accessories. All paper work of the of the buses must be complete.
- e. The agency/contractor has to ensure its compliance with all Govt. norms like Permits, NOCs, RTO directions, Motor vehicle Bill etc.
- f. The contractor will ensure that no person deployed by it, indulges in smoking, drinking alcohol, consumption of any intoxicants, chewing pan, tobacco etc. or unnecessarily loitering in the premises without work.

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

Form-1

FINANCIAL BID

The rates are to be filled in the following format only:

Sl No.	Non-AC Bus (Seating capacity 52-60 seats)	Model	Make & Type	Monthly rent (Fixed) Minimum for 1500 kms and for (12 hours)	Rate per Km. Beyond fixed km

- The details of Bus (Registration Certificate) must be enclosed
- Taxes will be extra as applicable.
- The rates should be quoted inclusive of all expenses such as administrative overheads, Fuel, Maintenance, Repair and Servicing, driver/cleaner/helper.

I have read all the terms and conditions stipulated in this tender document

Date:

NAME & SIGNATURE OF THE CONTRACTOR WITH SEAL

CHAPTER-5 UNDERTAKING AND AGREEMENT FORM

Form-2

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 Payment of Minimum Wages Act 1948, Inter-state Migrant Workmen Act 1979, EPF & Miscellaneous Provisions Act 1952, ESI 1948, any other relevant Act as may be in force from time to time. I/We undertake to indemnify IIM Amritsar against any loss or damage which IIM Amritsar may suffer as a consequence of our not complying with the laws referred to above. Also. I/We undertake to pay the wages in accordance with all existing and applicable laws. 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 tender/contract.
2. That as per the contract executed between both the parties and being a registered contractor under **(The Contract Labour Regulation and Abolitions Act 1970)** have complied with the provisions of all laws as applicable.
3. That I/we have covered all the eligible employees under Employees' Provident Funds and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions under my code numbers for the said month and as such no amount towards contributions whatsoever is payable till date.
4. 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 monthly bill/security amount lying with the principal employer as payable.
5. That I/we have taken the full and final receipts from all the employees who had been engaged and deputed at the premises of principal employer by me being their principal employer and who had left the job and the copy/copies of the same are annexed herewith this declaration.
6. That it is further declare that all the employees engaged by me had taken all their dues like Bonus, Leave with Wages, service compensation and gratuity etc. as applicable to the eligible employees as per the muster rolls maintained by me.
7. That if at any stage any claim arises up to the date of termination of my contract with the principal employer from any concerned department of ESI, EPF and by any employee in that event I and on behalf of my company/firm shall be held responsible to reimburse/indemnify to the principal employer for any such loss caused in this regard.
8. 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.
9. 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 tender which have been perused and understood by me/us. I/We have gone through the terms and conditions of the tender and agree and undertake to abide by the same during the term of the contract.
10. That I/We undertake to abide by the Central/State rules and regulations, code of conduct for my/our employees that may be laid down by the Indian Institute of Management Amritsar.

11. That I/We agree to provide appropriate uniforms, accessories and mobiles with connections to the workers to be employed/deployed by me/us at my/our cost.
12. That I/We agree and undertake to provide well-experienced workers keeping good health and not suffering from any communicable/contagious disease.
13. That I/We agree to undertake to provide drivers/cleaner/helper and render satisfactory rental bus services at IIM Amritsar.
14. That I/We agree to get the complete medical checkup done of all drivers/cleaner/helper after every six months at my/our cost, and the medical checkup certificate of these workers shall be provided to IIM Amritsar immediately before deputing them on duty.
15. That On the expiry or termination of the contract, I/We undertake that all our employees direct or indirect shall leave the Institute only after handing over all the items supplied by the Institute to the authorized officer and clear all the dues if any, outstanding.
16. That the contractor shall be responsible for supervision/control, of all activities related to rental bus service, and the Contractor/supervisor shall be bound to abide by the Instructions/Orders/Decisions and Directions of the institute.
17. That the contractor shall keep the documentation of vehicles rented to IIM Amritsar up to date.
18. That the contractor shall abide by the rules and regulations of Motor Vehicles Bill and notifications and orders by RTO.
19. That the contractor shall be responsible to pay the wages/overtime wages as per prevailing acts.

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.

AGREEMENT

(on Rs.100 stamp paper)

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 Non-AC Bus Services on Rental basis to the Institute and whereas have offered to provide the same on the terms and conditions stated in the tender 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
 - a. Declaration submitted by the Contractor
 - b. The letter of intent bearing No..... Dated
2. **Terms and conditions**
 - 2.1. The Contractor hereby agrees with the client to render Non-AC Bus Services on Rental basis with relevant personnel(driver, helper/cleaner) on 'as needed' basis 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 yearly basis upto maximum three years with the same terms & condition of the tender 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.
 - 2.4. That the agreement may be terminated by either party by giving one month's notice to the other.
 - 2.5. 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.
 - 2.5.1. 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.
 - 2.5.2. Contractor shall in no case lease, transfer, sublet, assign/pledge or sub-contract its rights and liabilities under this contract to any other agency.
 - 2.5.3. 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 be appointed as Arbitrator with the mutual consent of both the parties (Contractor and IIM Amritsar).**
 - 3.1. The arbitrator may from time to time with the consent of all the parties extend the time for giving and publishing the award.

- 3.2. 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 under this clause.
- 3.3. 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

1.

2.

Witness

1.

2.

Address:

CHAPTER 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

Detail of DD	Amount	UTR No. & Date	Bank Name
Tender Fee (Including Tax)	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 five 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 st March of				
		2016	2017	2018	2019	2020
1.	Gross Annual turnover in bus 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)

Works 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:

6. Value of work :

Signature of Applicant(s)

Performance Report by the clients for works 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

Authorized Signatory of the Client's Organization

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 rental bus service for a period of more than six months continuously after the rental bus 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 bus service, specialization and interest is
11. Any other information considered necessary but not included above

Signature of Applicant (s)

LETTER OF TRANSMITTAL

Date:

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 Non-AC Bus Services on Rental basis with driver and cleaner/helper for IIM Amritsar for 12 months

Sir,

Having examined the details given in notice inviting qualification application and tender for the above work, I / we hereby submit the qualification application documents (Technical Bid) and the tender (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 submit the requisite solvency certificate and authorize the Director IIM Amritsar or his authorized representative to approach the bank concerned to confirm the correctness of the certificate. I / we also authorize the Director, IIM Amritsar or his representative to approach individuals, firms and corporations to verify our competence and general reputation.

4. I / we submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed following works.

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

Seal of the Applicant

Date of submission

Signature(s) of the applicant(s)