



भारतीय प्रबंध संस्थान इंदौर
प्रबंध शिखर, राऊ-पीथमपुर रोड, इंदौर – 453 556
INDIAN INSTITUTE OF MANAGEMENT INDORE
Prabandh Shikhar, Rau-Pithampur Road, Indore – 453 556

(E-PROCUREMENT MODE ONLY)

NOTICE INVITING TENDER FOR EMPANELMENT OF AGENCY FOR PROVIDING TRANSPORT SERVICES ON ANNUAL RATE CONTRACT

Indian Institute of Management Indore invites online bids (in Two Bid System) for technical and financial proposals from reputed, experienced and financially sound Companies/ Firms/ agencies/ Individuals for hiring of the registered commercial vehicles.

Description of Requirement	Estimated Cost of Tender (for three years)	Earnest Money Deposit (EMD)
Empanelment of agency for providing transport services on annual rate contract	Rs. 60,00,000/-	Rs.15,000/-

Note:

- Detailed information pertaining to this tender such as tender document, corrigendum (if any), and any further updates will be available on the website of IIM Indore <https://www.iimidr.ac.in/tenders/> and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>
- IIM Indore shall not be responsible for non-receipt of the bids due to internet issues or any other reasons.

Disclaimer: This Tender is not an offer by Indian Institute of Management Indore, but an invitation to receive an offer from the bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal award is made and executed by duly authorized office bearers of IIM Indore.

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Section-1: Schedule of Tender

Sn	Event	Date and Time/Remarks
1	Tender availability on Institute website and Central Public Procurement Portal	July 24, 2023
2	Bid Submission Start Date	July 24, 2023
3	Bid Submissions Close	August 07, 2023 up to 03:00 PM (IST)
4	Opening of Technical Bids online	August 08, 2023 at 03:00 PM (IST)
5	All the communication with respect to this tender shall be addressed to	Officer (Stores, Purchase and Contracts) Phone: 0731-2439630 Email: stores@iimidr.ac.in
6	For taking any assistance (if any)	CPP Portal website Address: www.eprocure.gov.in CPP Portal Help Desk Toll Free Number: 18002337315, 180030702232

Note:

- If for any unforeseen circumstances the tender is not opened on the above date, then the next working day will be considered as the tender opening date.

Section-2: About IIM Indore

With the objectives of imparting high quality management education and training, the Department of Higher Education, Ministry of Education, Government of India established Indian Institute of Management Indore as Institutions of Excellence. These Institutions are recognized as premier management institutions, comparable to the best in the world for teaching, research and interaction with industries.

Established in 1996, Indian Institute of Management Indore (IIM Indore) has been a leader in the field of management education, interfacing with the industry, government and PSUs. It is promoted and nurtured by the Ministry of Education, Government of India and is an institute of national importance under the Indian Institutes of Management Act 2017.

Situated atop a scenic hillock, the 193 acre campus of IIM Indore provides an ideal backdrop for contemplative learning. IIM Indore has the latest in teaching aids, rich learning resources, a strong IT backbone, state-of-the-art sports complex and hostels as well as contemporary infrastructure.

Objective of this tender

Indian Institute of Management Indore is desirous of empaneling the suitable Companies/ Firms/ agencies/ Individuals for hiring of the registered commercial vehicles (Cars and Buses) through this tender, who may cater the requirements of the Institute from time to time.

Section-3: Instruction to Bidders

The tender shall be submitted in accordance with the instructions mentioned in the tender documents, any bid not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender document.

1. For Online Bid Submission the bidders are required to submit copies of their bids electronically as per this tender on the CPP Portal using valid Digital Signature Certificates. Detailed information for submitting the online bids on the CPP Portal is available at <https://eprocure.gov.in/eprocure/app>
2. The Bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.
3. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
4. IIM Indore reserves the right to accept or reject bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
5. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line on <https://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
6. Useful information for potential bidders is available at <http://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>.
7. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Section-4: Eligibility Criteria & Online Bid submission Procedure

In order to apply for this tender, the intending bidders must fulfill the following eligibility criteria, failing which their bid will not be considered for the further evaluation process.

4.1 Eligibility Criteria (the bidders must submit the following)

1. Valid PAN, GST Registration and Firm establishment / Company incorporation certificate as on the date of submission of the bid **(Self-certified scanned PDF files to be uploaded in respective packet of Other Important Documents (OID))**.
2. Bidders profile **(As per the Annexure-I given in this tender document)**.
3. Checklist of the documents **(As per the Annexure-II given in this tender document)**.
4. Details of Earnest Money Deposit (EMD), with a self-declaration for accepting the Tender Terms & Conditions mentioned in the tender documents **(As per the Annexure-III given in this tender document)**.
5. Bidders should be neither blacklisted by any Government Dept., nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India. A duly completed self-declaration certificate for the Clean Track Record to this effect is to be submitted **(As per the Annexure-IV given in this tender document)**.
6. Bidders must have the office set up/ workshop set up in Indore district for operational conveniences. IIMI may visit the site. To verify these criteria also the bidder/ firm should have been incorporated/ established at least for a period of three years or more and currently should be in the same business. The time period of 03 years shall be reckoned as on 30.06.2023, Copy of incorporation/ establishment is to be provided along with **(As per the Annexure-V given in this tender document)**.
7. The bidder should have a minimum 03 years of experience as on the bid submission date for providing the transport services on hire basis to the Government Offices/ Private Offices/ Public Sector Undertakings/Educational Institutions etc. such as a copy of work order and testimonials/completion certificate/ performance certificate from the clients end pertaining to transport services are to be submitted **(as per the Annexure-VI given in this tender document)**.
8. The average Annual Turnover from the similar business should not be less than 6 lakh during the previous three financial years (2019-20 to 2021-22) or (2020-21 to 2022-23). **Certificate issued by a Practitioner Chartered Accountant with UDIN should be enclosed (As per the Annexure-VII given in this tender document)** the year in which no turnover is shown would also be considered for working out the average.
9. The Bidders must own a minimum 3 vehicles commercially registered in the name of agency/proprietor under prevailing motor vehicle act with comprehensive insurance cover of each vehicle, supporting documents to be provided **(As per the Annexure-VIII given in this tender document)**.

4.2 Online Bid Submission Procedure

Bidders are directed to upload the required, relevant documents in the respective packets as mentioned below, it is the sole responsibility of the Bidder to comply with all the supporting documents. In case of any irrelevant or non-readable files, non-submission of any of the below mentioned documents in the bid may be rejected.

4.2.1 Other Important Documents (OID): To be uploaded as a readable PDF File on the CPP Portal:

Upload as Under	Details	Supporting Documents
Packet-1	Permanent Account Number (PAN)	Self-certified scanned PDF files to be uploaded in the respective packet.
Packet-2	GST registration certificate	
Packet-3	Firm establishment / Company incorporation certificate	

4.2.2: Statutory Documents: Cover-1-To be uploaded as a readable PDF File on the CPP Portal:

Upload as Under	Details	Supporting Documents (As per)
Packet-1	Bidder's Profile	Annexure-I
Packet-2	Check list of the documents to be uploaded	Annexure-II
Packet-3	Details of Earnest Money Deposit (EMD), with a self-declaration for accepting the Tender Terms & Conditions mentioned in the tender documents	Annexure-III
Packet-4	A duly completed self-declaration certificate for the Clean Track Record	Annexure-IV
Packet-5	The bidder/ firm should have been incorporated/ established at least for a period of three years or more and currently should be in the same business. The time period of 03 years shall be reckoned as on 30.06.2023. Copy of incorporated/ established is to be submitted.	Annexure-V
Packet-6	Copy of the work orders and the work execution / completion certificate from the client end pertaining to the above mentioned works are to be submitted.	Annexure-VI
Packet-7	Average Annual Turnover certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted.	Annexure-VII
Packet-8	The Bidders must own a minimum 3 vehicles commercially registered in the name of agency/proprietor, supporting documents to be submitted.	Annexure-VIII

Section-5: Scope of Work and Special Terms & Conditions

The scope of the tender is the empanelment of the agency/ agencies for hiring vehicles as on required basis to meet the transport requirements of IIM INDORE. This will include the points in and around Indore city, intrastate and interstate journeys. The firm must work under the guidelines of the Transport Office. The scope may increase or decrease depending upon IIMI's requirement from time to time. The empaneled contractors to provide the vehicles based on scope of service as followed but not limited to.

1. The rates to be quoted in Price Bid must include the rates for various categories of trips as given in the BOQ, including Driver & Fuel cost.
2. The requirements of vehicles on a trip basis will be informed to the empaneled service provider via email and phone.
3. The estimated volume of the business for the three years is Rs. 60 (Sixty) Lakhs, however, there is no guarantee for minimum business from IIMI.
4. The Successful empaneled service provider shall provide Vehicles not older than four years at the time of empanelment / renewal of empanelment.
5. The vehicle shall be with RTO taxi passing and with comprehensive insurance policy and any other requirement to meet the scope of services shall be pertaining to the service provider.
6. The vehicle should have national permit to undertake the journey in India as and when required.
7. The Kilometer will be counted from actual pick up and drop point as specified by the Transport office of the Institute (no claim will be entertained against the billing from garage to garage).
8. Vehicle to be well maintained to meet the standard of the Institute as well as the driver must be well groomed.
9. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the IIMI will not be liable in any manner.
10. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies.
11. Provided vehicles shall be as per requirement and shall be equipped with an emergency medical first aid kit, fire extinguisher, required tools, spare wheels and spares for repairs to be carried out En-route.
12. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and all other vehicle systems shall be periodically checked and maintained by service providers to avoid any inconvenience to the IIMI.
13. All vehicles should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.

14. Vehicles with drivers are required at the IIMI campus with a full or sufficient fuel tank and all appropriate paperwork.
15. Drivers should have valid taxi driving licenses with minimum experience of at least two (2) years driving of the Car/Bus.
16. The service provider shall provide proper uniform and badges and photo identity cards to the drivers at his own cost in compliance with the Motor Transport Workers Act.
17. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving a vehicle without brakes/defective brakes.
18. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the IIMI and must ensure prompt replacement of the personnel without any additional cost to the IIMI. The personnel being deployed shall ordinarily be continued and should not be changed without consultation with IIMI.
19. The driver of the vehicle must have a working mobile number for easy contact by the officials. It must also have an active internet connection at all times for google maps, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
20. Driver should be decent and well behaved. The driver should not have criminal antecedents and it shall be the responsibility of the service provider to verify his background before deployment and to get the police verification conducted. The conduct of the driver will be the sole responsibility of the service provider and in this regard, IIMI shall not be responsible in any manner, whatsoever.
21. In case the condition of vehicles produced is not found to be satisfactory, it shall be returned for immediate replacement. In case no replacement is provided on time, IIMI would have a right to hire vehicles from the market and the additional cost incurred by IIMI will be borne by the empanelled agency who fail to provide the service.
22. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the empanelled agency / service provider.
23. In an event that empanelled agency / service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the empanelled agency / Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s), without any extra charges. Failure to do so will impose a penalty then IIMI shall have the right to recover damages as per the provisions of the contract.
24. IIMI 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 an empanelled agency / service provider's vehicle.
25. IIMI 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 service provider.
26. In case of any accident to the vehicle, it will be the responsibility of the empanelled agency / service provider or his representative (drivers) to lodge FIR with police and all other judicial procedures and so on.
27. Drivers of the vehicles deployed should maintain polite & courteous behavior towards the IIMI as well as the Officers who are using the vehicle. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty's, use of abusive language, theft, shall attract penalties.

28. Expenses towards salary of driver/s., Repair & maintenance, Fuel, Engine oil., damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be arranged by the empanelled agency / service provider at his cost.
29. The drivers/ staff provided by the empanelled agency / service provider shall not be deemed employees of the IIMI.
30. No other person except the empanelled agency / service provider's authorized representative/driver shall be allowed to enter the office premises.
31. Within the office premises, the empanelled agency / service provider's personnel/driver shall not do any private work other than assigned duties.
32. Toll tax, Parking charges, Border tax shall be paid extra by IIMI and the same shall be paid on actual (on producing of invoice) with monthly invoice on certification of the officer. (reimbursement)
33. The empanelled agency will share the details of the deployed vehicle and driver via SMS / email. The service provider shall assign a supervisor/coordinator who shall be responsible for immediate interaction with IIM Indore so that optimal services could be availed without any disruption. The supervisor/coordinator should be available round the clock on his own direct/mobile telephone so as to respond to the call for services in emergent cases. The supervisor/coordinator should be accessible on holidays / Sundays also for meeting IIM Indore vehicle requirements.
34. The vehicle engaged must have all necessary documentation (RC, Insurance, PUC) available for scrutiny.
35. The driver must be in uniform, polite, and knowledgeable about the city and locations. He/She must carry a valid commercial license.
36. The vehicle engaged should arrive on time at the location given and no detours for fuel etc. will be allowed.
37. The driver is expected to maintain the trip / logbook and get it signed by the passenger at the end of trip.
38. The contractor will submit the bill after the trip as per actual hours / kms traveled and as per the rates decided. Only toll tax, border tax, Night halt and parking charges will be payable extra and must be included in the bill along with the receipts.
39. If the services provided by the contractor are not satisfactory as expected in the points above, the Institute may decide to cancel the empanelment and inform the contractor regarding this.
40. The vehicle should have updated insurance as per government norms and approved registration 'For Hire' in the state of Madhya Pradesh. RTO clearance in all aspects is mandatory at the time of inspection.
41. The vehicle should be in very good condition with a trouble free and noiseless engine. IIM Indore has the right to demand a change of vehicle if not satisfied with the vehicle's performance.
42. The empanelled agency / contractor is required to arrange for the driver's tea / coffee and meals. The Institute facilities will not be available for the same.
43. The personnel engaged by the service provider shall be subject to security check by the Institute Security Staff or authorized employee in charge while entering/leaving the premises.
44. In case service provider provides a vehicle which is of higher class than the demanded type, payment will be regulated as per the demanded type of vehicle. Vehicles of lower class than the demanded type of vehicle shall not be accepted.
45. In view of the COVID-19 or similar situation, the driver should sanitize his vehicle before the start of each trip. The driver should use all precautionary measures such as a

face mask, gloves etc. Only the driver should touch the door handles and other handles in the vehicle. The driver should have sanitizer.

46. Cancellation charges to be paid to the empanelled agency / Service provider if IIMI cancels the booking:

Sn	Particulars	Cancellation charges to be paid by IIMI
1	Car - Cancellation before 3 Hrs. from the time of trip.	Nil
2	Car - Cancellation Within 3 Hrs. from the time of trip.	10 % of the Applicable Rate
3	Bus - Cancellation before 24 Hrs. from the time of trip.	10 % of the Applicable Rate
4	Bus - Cancellation within 24 Hrs. from the time of trip.	15 % of the Applicable Rate

47. **Penalties:** The default and consequential penalties will be applicable below:

Sn	Nature of Default	Penalties (in Rs.)			Remarks
		1st Instance	2nd Instance	3rd Instance	
1	Non deployment of vehicle/driver	Amount of charges for vehicles hired by IIMI from third party.	Amount of charges for vehicle hired by Buyer from third party and a penalty of 500 for per car and 1500 for per bus.	Amount of charges for vehicle hired by Buyer from third party and a penalty of 700 for per car and 2000 for per bus.	After the 3rd instance, the IIMI may Terminate the contract or continue to impose the same penalty as imposed for the 3rd instance.
2	Breakdown of vehicle during trip (no replacement provided within two hours of the incident)	Amount of charges for vehicles hired by IIMI from third party.	Amount of charges for vehicle hired by Buyer from third party and a penalty of 500 for per car and 1500 for per bus.	Amount of charges for vehicle hired by Buyer from third party and a penalty of 700 for per car and 2000 for per bus.	After the 3rd instance, the IIMI may Terminate the contract or continue to impose the same penalty as imposed for the 3rd instance.
3	Delay in arrival of vehicle/ driver For 30 mins or more.	Amount of charges for vehicles hired by IIMI from third party.	Amount of charges for vehicle hired by Buyer from third party and a penalty of 500 for per car and 1500 for per bus.	Amount of charges for vehicle hired by Buyer from third party and a penalty of 700 for per car and 2000 for per bus.	After the 3rd instance, the IIMI may Terminate the contract or continue to impose the same penalty as imposed for

					the 3rd instance.
4	Misbehavior by driver/ unacceptable behavior by driver (any instance)	Penalty of Rs. 1000/-	Penalty of Rs. 2,000/-	Penalty of Rs. 3,000/-	After the 3rd instance, the IIMI may Terminate the contract or continue to impose the same penalty as imposed for the 3rd instance.
5	Driver in intoxicated state (any instance)	Penalty of Rs. 3,000/-			After the 1st instance, the service provider will have to replace the driver. After 2nd cumulative instances, IIMI may terminate the contract.
6	Failure to address deficiencies pointed out at inspection.	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1,100/-	After the 3rd instance, the IIMI may Terminate the contract or continue to impose the same penalty as imposed for the 3rd instance.

Section-6: Financial Bid

The Financial Proposal/Commercial bid format (BoQ) is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>

- i. Bidders are advised to download the BoQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
- ii. Bidder shall not tamper/modify the downloaded price bid template (BoQ) in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD (if any) shall be forfeited.
- iii. Bidders are advised to quote the offer (inclusive of all charges and expenditure required to be incurred by the bidder for the required scope of work as per the bid document) excluding applicable taxes. Only taxes as applicable shall be paid extra over and above the quoted rates.
- iv. The payment shall be made as per the financial quotes submitted by the bidder and accepted by the IIM Indore.
- v. No advance payment shall be made to the contractor.
- vi. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.
- vii. If the tax amount is not mentioned separately in the Financial Bid (BOQ), the quoted price will be treated as (inclusive of taxes). No further communication will be entertained later or else the EMD (if any) will be forfeited.
- viii. Bidders are requested to upload the duly filled (BOQ) under the cover-2 on the CPP Portal as mentioned below:

Packet-1: Financial Bids in (BoQ) XLS version Filled with all relevant information.

Section-7: Bid Evaluation

For the purpose of selection of the bidder, a two bid system evaluation process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Financial Bid. Evaluation will be done strictly on Eligibility Criteria and Technical Specification as mentioned in this tender.

The Technical Evaluation Committee constituted by the IIM Indore shall verify the particulars furnished by the bidder independently and shall examine the bids to confirm that all documents pertaining to the Eligibility Criteria and Technical Criteria have been provided, and shall ascertain the completeness of each document submitted. If any of these documents or information is missing, IIM Indore reserves the right to call upon the missing documents/ Clarification on the submitted documents from the Bidders or reject the bid on account of unresponsive bid and the rejected bids will be ignored for the further evaluation purpose.

Only those bidders who fulfill the minimum eligibility criteria to participate in this bid will be considered as technically qualified bidders and only they will be considered for evaluation of the Financial Bid.

Financial Bid Evaluation:

Benchmark Rate: Benchmark rate will be declared for all the items mentioned in BOQ based on item wise lowest rates quoted by bidders qualified technically. In case of an abnormal rate (as per our internal assessment) for any particular item, IIMI may go for market rate. However, in such cases the rate quoted shall be purely based on IIMI decision.

Empanelment of Service Providers:

The benchmark rate shall be offered to all qualifying bidders for their acceptance. The bidder accepting the benchmark rate shall be empaneled as the service providers.

Award of contract/distribution of work:

The distribution shall be equal as far as practically possible. The distribution of the services shall also be based on quality of the service and subsequent feedback.

The decision of the IIMI's evaluation committee is final and it reserves the right to summarily reject all the bids without assigning any reason whatsoever if they are not in line with the committee's expectation.

After completion of tendering process, if required, IIMI may empanel more than bidder (if required), who meets the tender criteria for empanelment even in the similar category. The decision of the Institute in this matter will be final and binding to all the bidders/empaneled/agency.

Section-8: General Terms and Conditions

1. Tender Type: Two-Bid through Online Mode.
2. Bidder: The expression "Bidder" shall mean the Tenderer who submits the tender.
3. Contractor / Service Provider: The expression "Contractor" or "Service Provider" shall mean the bidder selected by the Institute for the performance of the required services.
4. IIMI: "IIMI" or "IIM Indore" or "Institute" shall mean Indian Institute of Management Indore.
5. IIMI reserves the right to negotiate the quoted price with the successful bidder.
6. IIMI reserves the right to ask for a detailed price break-up /justification of the quoted price with the successful bidder.
7. Bidders may quote for either all or any one section Car, Bus. The same bidder has to quote for all the items in that particular section (Car, Bus).Any quote by the bidder for a few items in any of the sections shall not be considered for evaluation.
8. **Rejection of Tender:** IIMI reserves the right to, at any time and in its absolute discretion the following:
 - a. Accept or reject any or all bids.
 - b. To permit any bidder to resubmit its shortfall documents.
 - c. To suspend, discontinue, modify and/or terminate the Tendering process at any time.

Canvassing by the bidders in any form, unsolicited letters or emails may result in suspension of the bidder being eligible for bidding from any tender at IIMI. IIMI reserves the right to accept or reject any or all tenders received by it without assigning any reason whatsoever. IIMI may also withdraw or cancel the tender in part or in full to its sole discretion. IIMI also does not bind itself to accept the lowest bid.

9. **Prices/taxes duties:** Bidders are advised to quote the offer (inclusive of all charges and expenditure required to be incurred by the bidder for the required scope of work as per the bid document) excluding applicable GST. Only GST as applicable shall be paid extra over and above the quoted rates.
10. **Error in Tender submission:** IIMI does not take any responsibility for the tender being wrongly submitted in the e-procurement portal and malfunction of the system at bidder's end or not received in the portal by the stipulated date and time.
11. **Authorization:** Bidder signing the tender form or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warranty that he has authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, IIMI may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges, and damages.
12. **Conditional Bids:** Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.
13. **Insurance:** The service provider shall be responsible for keeping the vehicle comprehensively insured in compliance of the provisions of prevailing Motor Vehicle Act.The service provider shall produce vehicles duly insured and ensure that vehicles are insured all the time till contract period and comprehensive insurance to be renewed if contract period extended further. if the Vehicle is involved in an accident resulting in loss or damage to property or life with respect to vehicle, driver, passenger or any third party as per the liability, the IIMI shall

have no responsibility whatsoever and will not entertain any claim in this regard. Cost of insurance shall be borne by the contractor.

14. **Escalation / De-Escalation of Rates:** The rate shall be firm for the first year. From year Two the increase shall be as per the mutually agreed terms and conditions.
15. **Non-Tender Items:** In case of items which the contractor has to execute which are not covered in the tender BOQ items, the rates shall be paid based on mutually agreed rates. IIMI may include additional items if required during the entire tenure of the contract.
16. **Compliance of statutory obligations:** The bidder will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of violation of any contractual or statutory obligations by the bidder, the bidder shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against IIMI by any individual, agency, or government authority due to acts of the bidder, the bidder shall be liable to make good / compensate for such claims or damages to the IIMI. As a result of the acts of the bidder, if IIMI is required to pay any damages to any individual, agency or government authority, the bidder would be required to reimburse to IIMI such amount along with other expenses incurred by IIMI or IIMI reserves the right to recover such amount from the payment(s) due to the bidder while settling its bills.
17. **Assignment and subcontracting:** The successful bidder shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful bidder shall be able to do it with approval of the IIMI officials. However, the job shall be sublet only to the party approved by IIMI officials.
18. **Quantum of work:** The interested firms may visit the IIM Indore campus and acquaint themselves with the type and magnitude of works/services on the campus. The quantity mentioned in Price bid is one each. Hence the bidder has to quote for one-unit rate. Actual quantity in each category may vary to any extent. Actual executed quantities shall be measured and paid. The rates fixed for a particular period shall remain the same throughout that duration. Distribution of trips shall be as per IIMI requirement from time to time and based on the performance of the agencies. There is no guarantee for minimum business from IIMI.
19. **Safety and Security:** Contractor shall abide by the safety code provisions, EHS provisions as per safety code framed from time to time by the government/statutory authorities as per applicable rules.
20. **Interpretation:** The Special conditions of Contract shall be read in conjunction with all other documents forming this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract/Empanelment.
21. **Contract Agreement:** The successful Bidder has to execute a contract Agreement with IIMI on the non-judicial stamp paper of Rs.300/- (Rupees Three hundred only). The cost of stamp paper shall be borne by the successful Bidder. IIMI reserves the right to amend the terms & conditions of contract/Empanelment after Mutual discussions and shall only be in writing.
22. **Indemnity:** The contractor shall indemnify and keep indemnified to the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, servicemen Compensation Act, GST, Royalty, Excise Duty, Octroi, services Contract/Empanelment etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or by laws. The contractor shall not employ child labour. Payment to servicers must be according to Minimum wages act. The Agency acknowledges that monetary damages alone would not be an adequate remedy for any breach of the provisions of this Contract/Empanelment. Accordingly,

in addition to all other remedies available at law or in equity or any other relief, which may be available to IIMI, IIMI shall be entitled to seek equitable relief of any kind including but not limited to injunctive relief and the right to seek specific performance against Agency. The Contractor at all times should indemnify IIMI against all claims, damages, or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Shops and Establishment Act or any modification thereof or any other law relating thereto, and rules made thereunder from time to time. IIMI will not own any responsibility in this regard.

23. Compliance with IIMI's rules and regulations: The Contractor shall comply with all norms stipulated by the IIMI such as Gate Passes, security, maintenance of cleanliness, discipline & decency at and around the work site, safety precautions and safety regulations.

24. Earnest Money Deposit Details:

- a. EMD of Rs. 15,000/- (Rupees Fifteen Thousand only) should be submitted preferably in the form of Bank Guarantee from any of the Scheduled Banks. However, the bidders may submit the EMD in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque/ or RTGS also.

It is also required to submit the EMD before the closure of submission of the tender.

- Name of beneficiary: Indian Institute of Management Indore
- Address: Prabandh Shikhar, Rau-Pithampur Road, Indore-453556, M.P.
- Account No.: 53018623445
- Name of the Bank: State Bank of India
- Branch Address: IIM Indore Campus
- IFSC Code: SBIN0030525

Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these Services/ Items only, are exempted from Tender fee/EMD. However, they have to enclose valid self-attested registration certificate(s) along with the Annexure-III of this tender.

The bidders who seeks exemption from Tender fee/EMD as per above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

25. Validity of Bid: Bid submitted by the bidder shall remain valid for a period of 90 days from the date of opening of bid. The earnest money will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his bid during the validity period or in case he changes his offer to his benefits, which are not acceptable to IIM Indore.

26. Security Deposit (SD):

- a. To ensure due performance of the contract, the Successful bidder (who is awarded the contract) shall submit the Security Deposit (SD) equal to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque/ Bank Guarantee from any of the Scheduled Banks/ RTGS. The validity of the Security Deposit will be valid for the contract period plus two months.
- b. Performance Security will be refunded to the supplier, after it duly performs and completes the contract period in all respects.

- c. Performance Security will be forfeited if the firm fails to perform/abide by any of the terms or conditions of the contract.
- d. In case, the firm fails to execute the order successfully, within specified delivery period, the same goods/items will be procured from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.
- e. In case of non-receipt of Security Deposit within the stipulated time, EMD will be converted into Security Deposit and the balance amount will be recovered from the bill submitted for the payment.
- f. This SD will be refunded without any interest after completion of the Contract. The Contract without Security Deposit will be summarily rejected.

27. Period of Contract:

The contract shall be valid initially for a period of one year from the date of commencement of services, which will be reviewed every year based on the performance and deliverables of the selected service provider.

This contract may be extended for a further period of two years (one year at a time) on the same terms & conditions as mentioned in the tender document, provided such requirement of the office persists at that time. Or, may be curtailed in case partial services are required.

The Contract is liable to be terminated at any time before the completion of normal tenure, owing to deficiency in service or substandard quality of services, or any other reason leading to dissatisfaction of the user(s).

28. Performance Evaluation:

The performance of the Service Provider in compliance with the terms and conditions of the tender document will be reviewed by the Institute on completion of every year.

29. Price: The price quoted by suppliers and accepted by the Institute are final, and no deviation will be accepted without the Institute's specific agreement in writing.

30. Delivery Schedule: The successful bidder should start the services within 30 days (Maximum) from the receipt of the order / LOI.

31. Payment Terms:

- a. Payment against bills shall be made only after satisfactory services to be certified by the Administration. No interest will be payable on the nonpayment due to delayed submission of bill and non-satisfactory services. No advance payment will be made. The payment will be made by online transfer within 15 working days from the date of submission of bills along with trip sheets.
- b. Bills can be submitted either once in 15 days or on a monthly basis. Bills received after 5th or 20th of every month (based on fortnight or monthly submission) will not be entertained by the Institute except in unforeseen situations which are beyond the control of the service provider subject to the approval of the Institute.
- c. The contractor(s) shall submit the bills as per the agreed rates before 5th or 20th of the following calendar month to IIM Indore (Transport Department) along with duly signed duty slips, email communication copy, self-attested photocopy of the extract of the log book and any other supporting documents.
- d. IIM Indore shall not be responsible for payments for the services provided by the empaneled contractor(s) to IIMI students, Faculty members, staff and their family members on their personal requests.
- e. The contractor(s) shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to IIM Indore to concerned tax collection

authorities from time to time as per existing rules and regulations on the matter.

- f. The statutory deductions (if any) shall be deducted at prevailing rate from the monthly bills, as amended from time to time in accordance with the provisions of applicable laws, and a certificate to this effect shall be issued by IIM Indore to the agency.
 - g. In case, the contractor(s) fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof IIM Indore is put to any loss / obligation, monetary or otherwise, IIM Indore shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. In such instances IIM Indore could initiate penal measures including the termination of the contract.
32. **Jurisdiction:** The Courts of Indore alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside other than Indore Court shall have the jurisdiction in the matter.
33. The vehicle provided to the Institute should not be owned by any employee of this Institute or his/her family members or his/her dependents. An undertaking to this effect should be given before entering into contract
34. The rate contract may also be utilized by the IIM Indore community members, nevertheless, the payment for hiring not initiated by the Transport Office IIM Indore will not be paid by IIM Indore. The contractors will have to settle the payment with the individual or group users separately. IIM Indore shall not be responsible for payments for the services provided by the service provider directly to the above category on their requests. Nor shall the transport Office entertain any mediation.
35. The English version shall always prevail in case of any discrepancy or inconsistency between the English version and its Hindi translation.
36. **Terms & Conditions of Termination:**
1. The contract may be terminated by serving 30 days' notice, in case the Service Provider :
 - a. Assigns or sub contracts any of the services without obtaining prior approval of the Competent Authority.
 - b. Violates/ contravenes any of the terms and conditions mentioned herein
 - c. Performance of services is not found satisfactory and does not improve in spite of feedback/request(s)/complaint(s)/reminder(s).
 - d. violates Government or Institute guidelines / Terms of Contract or suppression of fact(s)
 - e. Declared insolvent by a competent court of law.
 - f. Act or action by its personnel that adversely affects the Institute and/or its brand/image/reputation.
 2. If a Service Provider desires to exit the contract under normal circumstances, 90 days notice in writing in advance should be submitted by the agency.
 3. In the event of premature closure of the contract for the reasons as mentioned in Point No.1 above, the security deposit money shall be absolutely forfeited by IIM Indore.
37. **Force Majeure:** Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

38. **Conciliation & Arbitration:** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by seeking references to conditions in tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Indore. The award of the Arbitrator shall be final, conclusive and binding on all parties.

Annexure-I: BIDDER's PROFILE

(On Company/ Firm's Letterhead)

Name of the Party		
Date of Incorporation / Establishment		
PAN Number		
GST Registration Number		
Bank Details	Account Number	
	IFSC Code	
	Bank Name	
	Branch Name	
Office Address for Postal Communication		
Authorized Signatory Details	Name	
	Designation	
	Email	
	Phone	

Authorized Signatory

Name:

Designation:

Date:

Place:



ANNEXURE-II**CHECK LIST OF THE DOCUMENTS TO BE UPLOADED AS MENTIONED IN SECTION-4**

4.1: Other Important Documents (OID): To be uploaded as a readable PDF File on the CPP Portal

Upload Under	Details	Supporting Documents	Complied (Yes/No)
Packet-1	Permanent Account Number (PAN)	Self-certified scanned PDF File	
Packet-2	GST registration certificate		
Packet-3	Firm establishment / Company incorporation certificate		

4.2: Statutory Documents: Cover-1-To be uploaded as a readable PDF File on the CPP Portal

Upload as Under	Details	Supporting Documents (As per)	Complied (Yes/No)
Packet-1	Bidder's Profile	Annexure-I	
Packet-2	Check list of the documents to be uploaded	Annexure-II	
Packet-3	Details of Earnest Money Deposit (EMD), with a self-declaration for accepting the Tender Terms & Conditions mentioned in the tender documents	Annexure-III	
Packet-4	A duly completed self-declaration certificate for the Clean Track Record	Annexure-IV	
Packet-5	The bidder/ firm should have been incorporated/ established at least for a period of three years or more and currently should be in the same business. The time period of 03 years shall be reckoned as on 30.06.2023. Copy of incorporated/ established is to be submitted.	Annexure-V	
Packet-6	Copy of the work orders and the work execution / completion certificate from the client end pertaining to the above mentioned works are to be submitted.	Annexure-VI	
Packet-7	Average Annual Turnover certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted.	Annexure-VII	
Packet-8	The Bidders must own a minimum 3 vehicles commercially registered in the name of agency/proprietor, supporting documents to be submitted.	Annexure-VIII	

Authorized Signatory

Name:

Designation:



Annexure-III

(Duly sealed and signed certificate on Company/ Firm's Letterhead)

To,

Officer (Stores, Purchase and Contracts)
Indian Institute of Management Indore
Prabandh Shikhar, Rau-Pithampur Road,
Indore – 453 556

Subject: DETAILS OF EMD DEPOSITED, WITH A SELF-DECLARATION FOR ACCEPTING ALL TENDER TERMS AND CONDITIONS

Dear Sir,

I/we hereby submit our tender for empanelment of agency for providing transport services on annual rate contract along With other required documents.

I/we are enclosed herewith the following towards Earnest Money Deposit:

Particular	Amount	Transaction No & Date	Bank Name	Remarks
Earnest Money Deposit (EMD)	Rs. 15,000			

I/We have gone through all terms and conditions of the tender document also I/We have gone through the corrigendum/ addendum issued (if any) till the Bid Submission close time and date for this tender.

I/We agree to accept all the terms and conditions of the tender document and assure you that I/We will comply with the above referred tender document including instructions, terms & conditions, Scope of work, technical specification stated therein.

We have not tampered/modified the downloaded price bid template from CPP portal in any manner.

We offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes except GST component and GST if applicable will be paid extra as mentioned in separate column of Price bid format.

We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then IIMI shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

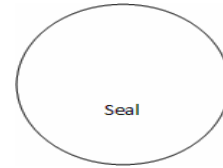
Authorized Signatory

Name:

Designation:

Date:

Place:



Annexure-IV

SELF-DECLARATION CERTIFICATE FOR THE CLEAN TRACK RECORD

(Duly sealed and signed certificate on Company/ Firm's Letterhead)

I hereby certify that the above firm 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 all respects and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm will be debarred/blacklisted as decided by the competent authority of IIM Indore, also the EMD/ Performance Security Deposit (if any) shall be forfeited.

In addition to the above, IIM Indore, will not be responsible to pay the bills for any Partial/ Full supply of the items/ services.

Authorized Signatory

Name:

Designation:

Date:

Place:



Annexure-V

NUMBER OF YEARS FROM ESTABLISHMENT

The bidder/ firm should have been incorporated/ established at least for a period of 03 years or more and currently should be in the same business.

Sn	Name of firm	Date of Establishment/ Incorporation	Number of Years as on 30.06.2023	Remarks
				Copy of incorporated/ established is to be provided along with this Annexure

Currently the firm is in the same business (Yes/No) : _____

Authorized Signatory

Name:

Designation:

Date:

Place:



Annexure-VI**WORK EXPERIENCE**

The bidder should have a minimum 03 years of experience as on the bid submission date for providing the transport services on hire basis to the Government Offices/ Private Offices/ Public Sector Undertakings/Educational Institutions etc. such as a copy of work order and testimonials/completion certificate/ performance certificate from the clients end pertaining to transport services are to be submitted:

Sn	Name of the Client	Order No.	Order Value	Remarks
1.				Copy of the work orders and the work execution / completion certificate from the client and pertaining to the mentioned works are to be submitted.
2.				
3.				
4.				
5.				

Authorized Signatory

Name:

Designation:

Date:

Place:



Annexure-VII

AVERAGE ANNUAL TURNOVER

The bidder's average annual turnover during the last three consecutive financial years i.e. 2019-20, 2020-21 and 2021-22 should not be less than Rs. 6 Lakh (Rupees Six Lakh only).

Financial Year	CA Certificate with UDIN (Yes/No)	Annual Turnover (Figure in Rs.)	Remarks
2019-20			Certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted with this Annexure
2020-21			
2021-22			
2022-23			
AVERAGE ANNUAL TURNOVER :			

Note: The year in which no turnover is shown would also be considered for working out the average.

Authorized Signatory

Name:

Designation:

Date:

Place:



Annexure-VIII

Details of the Owned commercially registered Vehicles

The Bidders must own a minimum 3 vehicles commercially registered in the name of agency/proprietor, supporting documents to be submitted.

Sn	Vehicle Registration No.	Insurance Status (Active/ Not Active)	Vehicle seating capacity
1			
2			
3			
4			

Authorized Signatory

Name:

Designation:

Date:

Place:

