

No. IICA 35-02/2014
INDIAN INSTITUTE OF CORPORATE AFFAIRS
IMT MANESAR

Plot No. P- 6, 7, & 8, Sector 5
IMT Manesar
www.iica.in
Ph: 0124-2290400, 2640000
Fax: 0124-2291036

SHORT NOTICE TENDER FOR HIRING OF 35 SEATER AC BUS

On behalf of the DG & CEO, Indian Institute of Corporate Affairs, Sealed Tenders are invited from reputed and established Bus Operators for supply of one 35 seater AC Bus for pick up and drop basis from IFFCO Chowk/HUDA City Metro Station to IICA, IMT Manesar on working days 22 days a month excluding Saturday and Sunday & other central govt. holidays on monthly requirement basis for a period of one year or as specified in the letter communicating acceptance of tender/ award of work. The requisition of bus shall be for official use in the office of Indian Institute of Corporate Affairs at Manesar office. The bus will remain stranded at the IICA throughout the day/ working hours of the institute.

Requirement of Vehicles is as under:-

- | | | |
|----------------------------|-----|----------------------------|
| 1. Full Body 35 Seater Bus | A.C | 01 No. (Garage at Gurgaon) |
|----------------------------|-----|----------------------------|

The amount of EMD and performance security deposit (upon award of contract) for the contract will be Rs. 25,000/- and Rs.1, 00,000/- respectively to be given in the- form of Bank draft/ Bank Guarantee from any Nationalized Bank. Other detailed information regarding terms and conditions of the contract along with tender form can be down loaded from the official website of IICA www.iica.in.

2. **Schedule of Tender**

Tender No.	:	IICA 35-02/2014
Last Date & Time of Receipt of Tender	:	11th November,2014 at 3:00 PM
Date & Time of opening of Tender	:	11th November,2014 at 3:30 PM
Venue	:	Indian Institute of Corporate Affairs Plot No. P- 6, 7, & 8, Sector 5 IMT Manesar

3. The tenders completed in all respect must, in all cases, be deposited in this office before the date and time indicated in the Scheduled of Tender in para 2 above. The tenders received after the scheduled date and time will be rejected outright. The tenders may be sent by **registered post/or may be dropped in tender box in this office**, so as to reach before **5th November, 2014 (Date)** upto 15.00 hours. This office will not be responsible for any postal delay. Only one tender should be kept in one cover.

(B. S. Chopra)
Sr. Executive, (Admin)
Indian Institute of Corporate Affairs
IMT Manesar

**TENDER No. IICA 35-02/2014
INDIAN INSTITUTE OF CORPORATE AFFAIRS**

GENERAL TERMS AND CONDITIONS

Subject: Short Notice Tender for "Hiring of 35 Seater AC Bus".

1. **Parties:** - The parties to the contract are the contractor (the tenderer to whom the work will be awarded) and the IICA.
2. **Addresses:** - For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledge due to the office of IICA. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Earnest Money:

3.1 Earnest Money of Rs. 25, 000/- (Rupees Twenty Five Thousands) only in the form of pay order/demand draft of any nationalized bank must be deposited by bidders along with their duly filled up tender documents. The validity of the pay order/demand draft need to be up to 6 (six) months starting from last date of submission of tender. The pay order/demand draft shall be in favour of Indian Institute of Corporate Affairs, New Delhi.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by IICA in respect of any previous work will be entertained.

3.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee/demand draft will be forfeited to the Government.

3.4 The tenders, without Earnest Money, will be summarily rejected.

3.5 No claim shall lie against the Government/ IICA in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:-

- (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or principal office duly authorized by the Board or Directors of the Company, if it is a Company.

Note:

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary public, should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appear that the persons so signing had no authority to do so, the IICA may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should Sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED THIS TENDER DOCUMENT. (This sub clause will not be applicable in case where signing of a separate agreement is considered by the IICA if necessary.)

5. Eligibility Criteria

- (1) Operator should have at least 05 buses registered in his own/firm name as commercial vehicle for Delhi and Haryana.
- (2) The firm should be registered and copy of registration should be provided.

6. Submission of Bid:

The Technical information should be submitted in form given in Annexure-III along with the pay order /Demand draft of Rs. 25, 000/- and registration particulars, Copy of PAN Number issued in favour of the firm, full details of the number of bus registered In the name of the tenderer or his firm with photo copies of RCs and any other information sought for In the last section of the Annexure-III.

7. Commercial Bid:

- 7.1 The Commercial Bid should be submitted in the form given in Annexure IV. Both the technical information and commercial bid should be submitted in one enveloped duly sealed. The bids will be opened by a duly constituted TEC at the scheduled time and date.
- 7.2 Rate to be quoted separately for non-Air conditioned bus on monthly basis.
- 7.3 Rates quoted should be exclusive of all taxes as mentioned in Annexure-IV.

- 7.4 The rate to be quoted for bus on monthly basis for 22-23 days use in a month. The price quoted shall be firm and final for the entire period of contract.
- 7.5 Terms of payment as stated in the Tender Documents shall be final.
- 7.6 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. Validity of Bids:

The bids shall be valid for a period of 180 days from the date of opening of the tenders.

9. Opening of Tender:

The tenderer is at liberty to either himself or authorize, not more than one representative, to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

10. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made on the basis of technical information furnished in form given in Annexure-III and then on the basis of commercial information furnished in form given in Annexure-IV. The award of work will be further subject to any specific terms and conditions of the contract given in Part-II of Annexure-II of this NIT.

11. Right of Acceptance:

- 11.1 IICA reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of IICA in this regard shall be final and binding. IICA reserves the right to award the Tender to one or more than one vendor. IICA also reserves right to amend, modify, add or delete any terms and conditions of the tender in the interest of the Institute without assigning any reason.
- 11.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

12. Communication of Acceptance:

Successful tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for security deposit will be communicated.

13. Security Deposit:

- 13.1 The successful tenderer will have to furnish Bank Guarantee/demand draft of Rs. 1,00,000/- (Rupees One Lakh Only) in favour of Indian Institute of Corporate Affairs towards performance Security Deposit within 7 days from the date of acceptance of the tender. The EMD deposit in form of Draft would be converted into security deposit and the balance amount would be payable by the Tenderer. In case of Bank Guarantee Tenderer may extend validity period of BG for further one year.
- 13.2 The Bank Guarantee/demand draft can be forfeited by the IICA in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion

of the said Bank Guarantee/demand draft as may be considered by the IICA sufficient to cover any incorrect or excess payments made on the bills to the firms, shall be retained until the final audit report on the account of firm's bill has been received and examined.

14. Penalty:

- (a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of bus from the market in the event of contractor failing to provide requisitioned bus or not providing bus, IICA shall make deductions at the rate of Rs. 6,000/- per day from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the IICA.
- (b) The powers under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in IICA as herein provided, nor forfeiture of deposit mentioned under clause 13 above.

15. Disclaimer

The near relatives of employees of IICA are prohibited from participation in this tender. The near relatives for this purpose are defined as:-

- (a) Members of a Hindu Undivided Family.
- (b) Their husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(S) & brother's wife, sister(s) and sister's husband (brother-in-law.)

16. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the IICA will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of Performance Bank Guarantee/Pay Order/Demand Draft shall be encashed /forfeited. The decision of IICA in this regard shall be final and binding on the contractor.

17. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the from IICA which IICA will be at liberty to refuse if it thinks fit.

- 18. The tender is not transferable. Only one tender shall be submitted by one tenderer.

19. Terms and payment:

- 19.1 No payment shall be made in advance nor the any loan from any bank or financial institutions shall be recommended on the basis of the order of award of work.
- 19.2 The contractor shall submit the complete bill in all respect at each stage preferably in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- 19.3 All payments shall be made by cheque /RTGS only.
- 19.4 The Indian Institute of Corporate Affairs shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

- 19.5 The term "payment" mentioned in this part includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- 19.6 Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II.

20. Arbitration:

In case of any dispute related to this contract IICA may appoint CAO (Chief Administrative Officer), IICA or any other Officer as an Arbitrator whose decision shall be final and binding on both the parties. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

21. Insurance

The Insurance cover protecting the agency against all claims applicable under the Workman's Compensation Act 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on IICA, the same shall be reimbursed/indemnified by the Contractor.

(B. S. Chopra)
Sr. Executive (Admin)
Indian Institute of Corporate Affairs
IMT Manesar

**PARAMETERS AND TECHNICAL SPECIFICATION
FOR EXECUTING THE WORK**

Sub: Short Notice Tender for “Hiring 35 Seater AC Bus”

PART – I

PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. (i) Bus operators should have minimum of 05 buses registered in their names or in the names of the firms.

(ii) The list of bus along with photocopies of registration book/RC should be attached with of the tender.
2. The firm should be registered and should furnish a copy of registration certificate in support thereof.
3. (i) Bus to be provided by the contractor should be in perfectly sound working condition and suitable for use by senior officers with good and clean upholstery.

(ii) Bus should not be older than 2011 model onwards as on the date of hiring.
4. Only such bus operators may apply whose bus have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stands from where such bus is to be operated and can be requisitioned by IICA.

(B. S. Chopra)
Sr. Executive (Admin)
Indian Institute of Corporate Affairs
IMT Manesar

Part – II

TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The bus will be required by Indian Institute of Corporate Affairs at IFFCO/ Huda Metro Station or at Manesar or any place in New Delhi/NCR.
2. The IICA will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury.
3. The firms should have the arrangements for repairing their vehicle in a short time and during the repair time the firm should provide a substitute vehicle and driver immediately so that there is no inconvenience / disruption in the work of the Institute.
4. The Transporter must have all requisite clearance certificates etc. from the concerned Government agencies as per rules.
5. The daily record indicating time and mileage for each vehicle shall be maintained.
6. The telephone facility (24 hours) must be available with the transporter/ agency.
7. A certificate to be produced by the transporter from the competent authority to certify proper status/ functioning of the "kilometer".
8. Log book has to be maintained for each vehicle.
9. Driver and conductor should be in proper uniform, well versed with NCR Delhi and Gurgaon, Manesar routes and places. He should be well behaved and courteous to the passengers. **The driver should be having a valid commercial heavy driving license to drive with passenger service vehicles badge (PSV Badge) and carrying a mobile phone, whose number will be communicated to the IICA authorities.** The character and antecedents of the driver and conductor should be verified from the police.
10. The conductor should be trained in cardiopulmonary resuscitation (CPR).
11. The bus deployed should have fire extinguisher and first aid kit.
12. The bus deployed should have good quality of music system.
13. The bus to be deployed should have the facility of vomiting bags and racks to place other bags.
14. The driver attached with the Indian Institute of Corporate Affairs will not be changed without any approval.
15. Payment of bills would take about three to four weeks time on an average. However no interest/penalty would be paid by IICA in case of delay in payment due to official reason.
16. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the periods of contract.
17. The period of contract may be extended on the same finalized terms and conditions for a further period at the discretion of the Director General, Indian Institute of Corporate Affairs.
18. The bus deployed should reach at pickup point on 10 minutes before the indicated time.

**TENDER NO. IICA 35 – 02/2014
INDIAN INSTITUTE OF CORPORATE AFFAIRS**

TENDER FORM – I TECHNICAL INFORMATIONS AND UNDERTAKING

Sub: Notice Inviting Tender for “Hiring of 35 Seater AC Bus”

1. Name of the Tenderer/concern: _____
2. Address (with Tel. & Mob. No.): _____
3. Address and telephone number of garage at Gurgaon/Manesar.
4. Nature of the concern _____ (i.e., Sole Proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization.)
5. Registration Number of Tenderer/Concern (Under shop and commercial establishment act or any other relevant Act, attested photocopy or registration should be attached)
6. (i) Photo copy of Income Tax Returns for the last three years attached or not? _____
ii) PAN Number of Tenderer/concern: _____ (Attested copy should be attached)
7. Demand draft No. _____ Dated _____ from bank
Name _____ Amounting to Rs. _____ as Earnest Money Deposit (to be enclosed)
8. Registration Nos. of bus together with make:
1. _____ 2. _____
(Photocopies of registration book should be attached)
9. Whether each page of NIT and its Annexure have been signed and stamped
10. List of Important Organizations with address and Telephone number to whom transport services have been provided during the last three years with period of contract is enclosed (summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer)
11. Any other information important in the opinion of the tenderer.

Dated:
Place:

(Dated signature of tenderer
with stamps of the firm)

Undertaking

1. I/We undertake that I/we have carefully studied all the terms & conditions and understood the parameters of the proposed work of the Indian Institute of Corporate Affairs shall abide by them.
2. I/We also undertake that I/we have understood “Parameters and Technical specifications for conducting the Work” mentioned in Annexure – II of the **tender No. IICA 35-02/2014 dated: _____** and shall conduct the work strictly as per these “Parameters and Technical Specifications for conducting the work”.
3. I/We hereby that none of my relative(s) as defined in disclaimer clause of Annexure – I is/are employed in the Indian Institute of Corporate Affairs, New Delhi.
4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated:
Place:

(Dated signature of Tenderer
With stamps of the firm)

TENDER No. IICA 35-02/20124

INDIAN INSTITUTE OF CORPORATE AFFAIRS
Tender form-2 Commercial Information
(See clause 7 of annexure-I of the Tender Document)

Subject: Notice Inviting Tender for “Hiring of 35 Seater Ac Bus”

Rates for air conditioned bus on monthly basis for pick and drop from IFFCO /Huda Metro – IICA Manesar- IFFCO /Huda Metro Station. (Total Kms 1500)

A.

Particulars of vehicle	Rates for 22-23 days a month on working days upto 1500 Kms	
	Air Conditioned	Non Air Conditioned
Bus 35 seater make_____model_____		

B.

Rates for additional Kms (Beyond 1500 Kms)

Additional Hour (Beyond 10 Hours)

Any other information:

Note quoted price should be exclusive of all taxes and levies i.e. service tax, parking charges, toll charges and border/ Entry Tax which will be paid additionally but only on production of original receipt.

(Date Signature of tenderer with stamp of the firm)

Date:.....

Place:.....

