

File No: I-12032/4/2019-ADMIN
Indian Institute of Corporate Affairs
Plot No. -6, 7 & 8, Sector – 5,
IMT Manesar, Distt., Gurgaon
Pin Code-122052

Date: 01.10.2019

**TENDER FOR EMPANELMENT OF AGENCIES FOR HIRING TAXIS FOR
LOCAL/DELHI/NCR**

Indian Institute of Corporate Affairs is an autonomous body established by Ministry of Corporate Affairs, Government of India located at P-6, 7 & 8, Sector-5, IMT Manesar, Gurgaon-122052 (Haryana).

2. Tender should be submitted in two separate sealed covers. First cover containing, "TECHNICAL BID" (Annexure-A) and the Second cover containing, "COMMERCIAL BID" (Annexure-B) should provide only Price. The rates must be quoted in unit price as per Annexure 'B'. Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed bigger envelop. This envelope should be addressed to:-

Administrative Officer
Indian Institute of Corporate Affairs
P 6-8, Sector 5
IMT Manesar,
Haryana-122052

3. The Envelope should bear the inscription "Tender for Empanelment of Agencies for Hiring Taxis for Local and out station transportation".

4. The tender form and all annexure and attachments thereto shall be submitted with this bid with each page being consecutively numbered and duly signed by the bidder along with the seal of the Agency.

5. Price Bids envelope shall consist of price details in the given Proforma of the tender.

6. Schedule of Empanelment Process : IICA would endeavour to adhere to following schedule:

Sl. No.	Event Description	Indicative Dates
1.	Date of Issue of Tender	01.10.2018
2.	Pre Application Conference	08.10.2018
3.	Last Date for receiving queries	14.10.2018
4.	IICA's response to queries latest by	18.10.2018

5.	Last Date of Submission of EOI	22 .10.2018 (5.30PM)
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Scope of Work & Terms and Conditions:

1. Garage of the agency shall be located within 0-12 Km from IICA, Manesar. For billing purpose, the meter reading will start (from zero point) from the point of IICA and end at the end point of the journey. The duty slip should contain the signature of the passenger/guest and the details of journey being undertaken by him/her.
2. The firm shall have a minimum fleet of 05 Vehicles and proof of registration number of vehicles to be attached. The Bidder should have their own fleets to provide for IICA's requirements. Certificate to that effect must be attached with Tender.
3. The firm must have infrastructure to send SMS to the guest viz Cab No., Driver name, Driver mobile number in addition to the officials of IICA.
4. All the vehicles supplied to IICA shall fully comply with vehicle fitness requirements in the Union Territory of Delhi and State of Uttar Pradesh & Haryana, and all provisions of the Motor Vehicles Act and rules made there under including other instructions/requirements issued/specified from time to time.
5. The vehicles supplied should be in good condition. The agency should ensure regular service of the vehicle for proper service conditions.
6. The Technical Bid shall be opened on 23th October 2019 at 2.30PM (21 days from the date of floating of this tender) at 2.30 pm in the Indian Institute of Corporate Affairs, IMT Manesar. Bidder or their authorized representatives, (not more than one person) may be present at the time of opening of tender, if they so desire. No separate communication will be sent in this regard. In the event of due date being a close day or declared holiday, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
7. The Price Bids shall be opened on such later date, which shall be communicated by IICA to the bidders.
8. Offer Validity Period: The quotation should be valid for at least upto three months from the date of opening of tender. Any offer falling short of the validity period is liable for rejection. IICA may prescribe extension of the bid validity, if found necessary.
9. Bids received by IICA from various parties will be scrutinized and compiled for L1 rates. Tender is floated for empanelment of agencies for providing local/Delhi NCR. Parties whichever is interested in working with IICA on the compiled L1 rates will be kept in panel for further services and rest of the agencies will also match the L1 rates for the purpose of empanelment.

10. The contract shall be initially for a period of One Year. The contract may be extended further on satisfactory completion of first one year of the contract on mutual acceptance and without any escalation in the cost.
11. The vehicle must have sufficient fuel to cater the day event, in no case the driver shall ask for the fuel money to the boarded guest.
12. The agency should ensure that taxis shall be neat and clean when in use by the IICA. The vehicles shall be fitted with perfume repellent.
13. The parking fees, Toll tax, environmental tax and State Transit tax if any will be paid by IICA in addition to the cost of running. The parking fee/ tax receipt should be attached to the main bill.
14. The agency must use our customized placard and return the same after use. In case of emergency the agency shall prepare the same and show in the Airport or in Railway station.
15. The requirement for the number of vehicles to be hired by IICA on need basis is an indication. It is not a regular feature. Depending upon the requirement and need, IICA may requisition the vehicle to provide either from Delhi or Noida and the charges for the distance either from IICA or the place of pickup /drop to the place of garage would be considered accordingly.
16. The Agency shall obtain adequate insurance cover for the vehicle, his staff and all bonafide passengers of the vehicle supplied pursuant to this tender. Further, the agency shall be responsible for all injuries and accidents to such staff and bonafide passengers including such injuries and accidents which may arise or occur to his employees and/ or the bonafide passengers during the course of performance of the Agency's obligations pursuant to this tender.
17. The driver/ staff deployed by the Agency for driving the vehicles should hold valid driving license and to be in uniform as well, be fit physically and mentally sound. Medical Fitness certificate for all such staff deputed pursuant to this Tender should be provided at the time of award of tender.
18. The agency shall be responsible for the good conduct and behavior of his employees. If any of the Agency's Employees is found misbehaving with the supervisory staff or any other staff member/ guest /student of IICA, the Agency shall, on receipt of instructions from the Administration or any other Officer designated by the IICA in this regard, replace such Agency Employee, at the Agency's risk and responsibility.
19. Driver should possess a Cell phone of his own or being provided by the agency to call the guest.

20. The Agency shall issue necessary instruction to his fleet staff to act upon the instruction given by the Supervisory Staff of IICA.

21. The Agency shall ensure proper and reasonable precautions during performance of their obligations and in the event of any loss being caused to IICA on account of negligence/dereliction of duties or performance of their obligations by the Agency or the Agency's staff, the Agency shall be liable to indemnify IICA for such loss, out of the Agency's insurance cover or otherwise, such loss being quantified after an inquiry comprising of the representative of IICA and the Agency.

22. If the Agency fails to perform its obligations as per the Standard Operating Procedures as enumerated hereto to the satisfaction to the Supervisory Official of IICA or any officer nominated by IICA or on any day in any assigned route, IICA may, without prejudice to its other rights and remedies, levy a charge of Rs. 500/- or less / more as deemed fit for each day or part thereof. The Agency shall provide an adequate replacement in case any of the vehicles not performed or stopped or failed to run. This will be at no additional expenses to IICA. This will be in addition to the penalty for non-implementation of or non-performance as per the Standard Operating Procedures as mentioned above. This will also be in addition to the claim of IICA as mentioned above.

23. Agency shall abide by all applicable laws including labour and welfare Laws (ESI, PF, BONUS, Income Tax, Service Tax or any other extra taxes levied by the Government) the companies Act, etc. and shall adopt all required, Welfare measures for the Agency Employees and discharge all other obligations concerning thereto. The Agency shall furnish adequate proof to IICA in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Agency, and IICA shall not be held liable for such responsibilities/ obligations in any manner what-so-ever.

24. The Agency's staff proposed to be employed by the Agency for performance of obligations as envisaged hereunder shall be subject to screening by IICA, to ascertain their antecedents, suitability and skills incase asked by IICA

25. IICA reserves the right to ask and require the agency to remove any Agency Employee deployed by the Agency, without assigning any reason/notice therefor.

26. The Agency Employees shall be trained and educated. The Agency shall also undertake at his own expense in consultation with IICA, a continuous updating of skills and procedure to be followed by the Agency Employees provided to IICA by organizing suitable training schedules for them.

27. The duration of the contract shall be one year subject to quarterly or 6 monthly review by IICA and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before one year, by giving notice of not less than one

month to this effect. However, the contract can also be terminated by giving a written notice of 30 days by IICA.

28. The successful bidder would be required to make a Performance Security Deposit of Rs.10,000/- (Rupees Ten Thousand Only) by way of crossed demand draft drawn in favour of Indian Institute of Corporate Affairs, payable at Manesar or execute Bank Guarantee of the equivalent amount within 10 days of placement of the work order. The Security Deposit shall not bear any interest and in case of any Default/Non-performance for printing, delay penalties would be imposed which would be recovered from Security Deposit.

29. The Agency will get all the Agency Employees, verified of their antecedents, through Police and a certificate to this effect be furnished by the Agency to IICA before deployment of such Agency Employees. The Agency should also maintain proper record/documents of the same.

30. That no right, much less a legal right shall vest in the Agency Employees to claim or to have employment or otherwise seek absorption in IICA nor the Agency Employees shall have any right whatsoever to claim the benefits and/ or emoluments that may be permissible or paid to the employees of IICA. The Agency Employees will remain the employees of the Agency and this should be the sole responsibility of the Agency to inform and clarify it clear to the Agency Employees before deputing them on work at IICA.

31. The Agency must pay minimum wages to the Agency Employees as per the Minimum Wages Act and satisfy all other applicable statutory requirements.

32. The IICA doesn't give any guarantee of business. The payment will be made as per actual usage of the vehicles on the agreed rates.

33. Without limiting generality of the conditions herein, if any of the Agency Employees prefer claim for employment with IICA, the Agency shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of IICA regarding such claims or settlements thereof.

34. The Agency shall indemnify IICA and keep IICA indemnified against all losses, claims or demands arising out of or due to any acts or things done or purported to be done by the Agency or the Agency employees including but not limited to any claim for employment by the Agency Employees.

35. Contract can be terminated without any notice in case of violation of any clause of the contract agreement such as failure to provide required vehicle, poor quality of vehicles, inadequate or untrained manpower provided or any other violation, wages not paid to the workers or paid less than minimum wages applicable under the Act etc. In case the agency wants to discontinue the work it will have to serve two months clear notice to the contractee (IICA) for termination of the contract.

36. In case of any dispute, the matter will be referred to sole arbitratorship of the DG & CEO of the IICA or his nominee and his decision shall be final and binding for both the parties.

37. Any legal disputes will be subject to jurisdiction of local Courts.

38. The Institute reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned.

39. Interested Bidders shall submit their bids within the deadline stated above and in compliance with all the terms stated herein. Any bids received after the prescribed deadline will be returned unopened to the Bidder.

40. IICA shall not pay any costs associated with the preparation, site surveys, submittal, or presentation of any bids.

41. Earnest Money Deposit (EMD) of the amount of Rs.10,000 (Rupees Ten Thousand only) should be deposited in the form of Certified Cheque / Demand Draft from a Nationalized Bank / Scheduled Bank, drawn only in favour of Indian Institute of Corporate Affairs valid for fourtwo month payable at Delhi. Deposit through any other form will not be accepted. Bids without EMD are liable to be rejected.

42. The Bidder shall not be at liberty to withdraw or modify his bid or any terms and conditions thereof before the expiry of validity period. Bidders are expected to clarify only such points as specifically called upon to do so by the Accepting Offer in writing. Any withdrawal or modification made within the said period constitutes breach of Contract and the Bidder shall be liable for damages to IICA in consequence thereof, and shall, in addition, forfeit to IICA the EMD.

43. Upon empanelment, IICA shall in no later than 30 days return the EMD to the Bidders. No interest shall be paid on the EMD.

44. IICA reserves the right, at its sole discretion, to reject any and all bids or to cancel this Tender in its entirety.

45. The comments/amendments/corrigendum to any of the terms and conditions of this Tender Documents issued & circulated to all the Bidders as per the conditions set forth in this document should be construed as IICA's final policy and shall supersede all the previous written/verbal communications including this Tender Document in that regard, other conditions remaining the same and unchanged.

46. Compliance with Tender terms: Bidder's offer must conform in all respects with the applicable specifications, terms and conditions of the Tender. Any deviation from the Tender specifications or terms and conditions must be clearly and explicitly stated

47. It is presumed that the Bidders have examined all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bid documents or submission of bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without any clarifications.

48. Late Bids: Bids received after the scheduled time will not be accepted by IICA under any circumstances. IICA will not be responsible for any delay due to postal service or any other means.

49. Modifications and Withdrawal of Bids: Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bids may be modified after the deadline for its submission.

50. Right to Reject, Accept/Cancel the Bids: IICA reserves the right to accept or reject, in full or in part, any or all the bids offered by applicants without assigning any reason whatsoever. IICA does not bind itself to accept the lowest or any bid and reserves the right to reject all or any bids or cancel the Tender without assigning any reason whatsoever. IICA also has the right to re-issue the Tender without the applicants having the right to object to such re-issue.

51. Tender Abandonment: IICA may at its discretion abandon the process of the selection of Bidder under this Tender at any time before notification of award.

USAGE OF VEHICLES:

1. Local usage in Delhi/NCR Visits of Govt. Offices, Corporate offices, Companies, etc.
2. Usage for Airport pick up and drop

GENERAL CONDITIONS OF CONTRACT

1. All the drivers should know two languages English and Hindi other than local language.
2. The booking will be confirmed either by email or through phone.
3. Payment will be made within 30 days on submissions of the complete invoices.
4. IICA reserves the right to place order to any other travel agency other than selected as lowest.
5. Contract Period. One year
6. Agreement – Agreement will be signed between company awarded the contract and IICA as per the General Conditions of Contract herein within 15 days of issue of letter of award.
7. IICA reserves the right to cancel the agreement by giving one month notice without giving any reason.
8. IICA also reserve the right to terminate the contract within 07 days if it deems necessary or that terms of the Agreement are not followed by the contractor.
9. Term: The term of the agreement for empanelment shall be 12 months. On successful completion of the term, the agreement may be extended by IICA on mutually agreeable terms.

10. The Bidder shall promptly raise an invoice to IICA on monthly basis, for the service provided.
11. IICA shall pay such invoice within thirty (30) days from the date of receipt of the undisputed invoice.
12. On receipt of the Final payments, the Bidder shall furnish an acknowledgment Certificate to IICA.
13. A Performance Security Deposit of Rs.30,000/- be deposited with IICA, for the contract period. The amount will be refunded after expiry of contract without interest
14. Default: In the event the Bidder contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, IICA may give notice in writing thereof requiring the Bidder to remedy the breach within seven days, or within such period as IICA may agree to be reasonable and in the event of Bidder's failing to do so, IICA will be at liberty to procure the services from third party Bidder/s or have the work which the Bidder has neglected to do, carried out by a third party at the Bidder's cost and risk. In such an event IICA shall have the right to terminate the Contract.
15. Confidentiality: Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Agreement and all or any Confidential Information belonging to the other like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Agreement, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Agreement and thereafter for a period of five years from the date of termination for whatever reason.
16. Indemnity: Either Party (Indemnifying Party) shall indemnify, defend and hold harmless the other Party (Indemnified Party), its directors, officers and employees from and against any and all claims, demands, liabilities, and reasonable attorney's fees but only in proportion to and to the extent such claims, liabilities, and attorney's fees arise from any errors and any act/commission/omission on part of the Indemnifying Party or in connection with any work, authority or jurisdiction delegated to the Indemnifying Party under this Agreement.
17. Bidder's Liability
 - a. The selected Bidder will be liable for all the deliverables.
 - b. The Bidder's liability in case of claims against IICA resulting from gross misconduct or gross negligence of the Bidder and its employees, or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
 - c. Liquidated Damages: The parties hereby agree that due to negligence of act of the Bidder or non-fulfilment of contract obligations, if IICA suffers losses, damages, the Bidder would be fully liable to the total value of the contract.
18. Arbitration: Any dispute arising under the terms of this Agreement which cannot be resolved by the Parties shall be referred to arbitration as mutually agreed by the parties, in writing. The said Arbitration shall act under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof. The arbitration shall take place in Gurgaon, Haryana, India, proceedings shall be conducted, and documentation presented in Hindi/English. It shall further be agreed that, the decision of the arbitration shall be final and binding on both the Parties.

19. Jurisdiction: This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Gurgaon, Haryana, India.
20. Termination:
Termination for convenience: Either Party can terminate this Agreement for convenience, by giving at least 30 (thirty) days prior written termination notice to the other Party.
21. Assignment: The Bidder shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from IICA. Any permitted transfer/assignment or subletting shall not relieve the Bidder of any of his obligations which might have arisen before such permission was given.
22. Notice: All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.
23. Force Majeure: No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lock-outs at the training venue, war, natural calamities or any other cause beyond its control and without its fault or negligence.
24. The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.
25. In case of poor service on the part of service provider/non-reporting of driver within stipulated time/violation of any condition of the tender document, a penalty for Rs. 500/- will be imposed for each occasion.

Sd/-
(Anil Kumar)
Administrative Officer
0124-2640086
Email: anil.kmr1976@gov.in

Tender for empanelment of agencies for hiring taxis for local and out station transportation Technical Bid To be put in a separate sealed cover/ envelop super scribing the wordings

"TECHNICAL BID"

Sl.No.	Particulars	
1	Name and address of the agency, Contact person, telephone no, fax and email	
2	Name and address of the directors/proprietor /partners	
3	Type of organization (Whether proprietorship, partnership, private limited, limited company) (Attach Documentary Evidence)	
4	Registration No. of the Agency [Under State Govt. or any other Act.] (Please attach documentary proof)	
5	Name of Agency's clients, to whom Agency provides similar Services. (Attach documentary evidence)	
6	Details of infrastructure in terms of vehicles: Specify no. of vehicles owned a) Total no. of Vehicles company owned b) No. of GPS enabled vehicles owned c) No. of CNG Vehicles owned d) No. of Petrol Vehicles owned e) No. of Diesel Vehicles owned Attach proof(Photocopy) of Registration Certificate (RC) of vehicles	
7	Income tax return for the last three financial years (Attach documentary evidence)	
8	PAN No of Agency. (Attach documentary evidence)	
9	GST Registration No. (Attach documentary evidence)	
	Service Tax Registration No. (Enclose the copy of certificate issued by the Authorities)	
10	Detail of Earnest Money Deposit Favour of THE INSTITUTE OF CORPORATE AFFAIRS, payable at New Delhi.	
	Name of the Bank	
	Savings/Current account number	
	Name of the branch with complete address & Branch code	
	IFSC Code	

Date: Signature of the Authorized Signatory with Seal of the Agency/ Firm

Price Bid

Rates for AC vehicles on day-to-day requirement basis (Delhi & NCR):

S. No.	Vehicle Category	4Hrs/40KM	8Hrs/80KM	Extra Hours (per hour)	Extra KM (per KM)	AIRPORT PICK UP DROP Fixed Rates excluding toll/parking	
						Airport Pick up	Airport Drop
A	B	C	D	E	F	G	H
01	Sedan - AC (Dzire, SX4, Honda City, Etios, Verna, Indigo, Amaze, Ciaz etc. or equaling)						
02	SUV - AC (Innova)						

Signature of the Bidder

Terms and conditions:

L-1 bidder shall be decided on the basis of financial bid of Sl.No.1 (D) of the above table.

- i. All bidders will be required to match their price bid with the price(s) of L-1 for the purpose of empanelment.
- ii. L-1 bidder will match the rate for 1(C), 1(E), 1(F), 1(G), 1(H), 2(C), 2(D), 2(E), 2(F), 2(G) and 2(H) with the lowest bidder(s).
- iii. First preference to hire cab will be given to L1 and in case the desired vehicle/service is not available with L-1 bidder, then order will be given to L2/L3/L4... as the case may be.

I/We hereby agree to carry out the work as per condition of the Annexure-B and abide by the terms & conditions laid down in the tender document.

Signature of the Bidder with Firm's/Company's seal