

No. IICA 35-01/2016
INDIAN INSTITUTE OF CORPORATE AFFAIRS

Plot Nos. 6, 7, & 8, Sector 5,
IMT Manesar, Distt. Gurgaon,
PIN-122050.

Website: www.iica.in
Ph: 0124-2290400, 2640000
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TENDER FOR HIRING OF 41 SEATER AC BUS

E-Tenders are invited from reputed and established Bus Operators for providing one 41 seater AC Bus for pick up and drop from IFFCO Chowk/HUDA City Metro Station to Indian Institute of Corporate Affairs, Sector-5, IMT Manesar and back on all working in a month. Holidays on monthly basis for a period of one year or the extended period as specified in the letter communicating acceptance of tender/ award of work. . After dropping the staff at the bus will remain parked at premises of the IICA throughout the day/ working hours of the institute for dropping the staff to IFFCO Chowk after the office hours the garage of the bus shall necessarily be at Gurgaon.

The amount of EMD and performance security deposit (upon award of 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 Scheduled Bank. Other detailed information regarding terms and conditions of the contract along with tender form can be downloaded from the CPPP at eprocure.gov.in as well as the official website of IICA(www.iica.in)

2. Time Schedule:

Tender No. : IICA 35-01/2016

Last date & Time of receipt of Tender : 25th. April, 2016 at 3.00 PM

Date and time of opening of Tender : 25th. April, 2016 at 3.30 PM

3. The tenders are being invited through e-procurement module of Central Public Procurement Portal- CPPP (e-procure.gov.in). Tenderers are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at www.eprocure.gov.in. The last date for submission of e-tenders is 3PM on 20th April 2016

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

TENDER No. IICA 35-01/2016
INDIAN INSTITUTE OF CORPORATE AFFAIRS

GENERAL TERMS AND CONDITIONS:

Subject: Tender for "Hiring of 41 Seater AC Bus".

1. Parties:

The parties to the contract are the prospective contractor and the IICA.

2. Addresses:

For all purposes of the contract including arbitration there under, the address of the contractor and other contact details mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement 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 scheduled bank must be deposited with **Sh. B.S.Chopra Sr. Executive (Admin) IICA, Plot no-6,7&8, Sector 5, IMT Manesar. Tel. No. +9111242640000** by bidders. The validity of the pay order/demand draft should be up to 6 (six) months at the time of submission of tender documents. The pay order/demand draft shall be in favour of Indian Institute of Corporate Affairs payable at New Delhi.
- 3.2 No request for transfer of any earlier deposit of earnest money or security deposit or adjustment of payment of any pending bill with the 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 earnest money will be forfeited.
- 3.4 The tenders, without Earnest Money, will be summarily rejected.
- 3.5 No claim shall be entertained by the IICA in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Signing of Tender:

Prospective bidders are requested to ensure use of authenticated and validated DSC, issued by a authorized CA. Individual signing the tender and or other documents connected with this 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. A scanned copy attached with the tender.
- (c) Director or principal office duly authorized by the Board or Directors of the Company, if it is a Company.

Notes:

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. A scanned 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.

5 Eligibility Criteria:

- 5.1 Operator should have at least 03 AC buses of 2013 model onward registered in his own/ firm name as commercial vehicles for Delhi and Haryana.
- 5.2 The firm should be registered with the State Govt. and a scanned copy of Registration Certificate should be attached.

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 AC bus registered in the name of the tenderer or his firm with scanned copies of RCs and any other information sought for in Annexure-III.

7 Commercial Bid:

- 7.1 The Commercial Bid should be submitted in the form given in Annexure IV. The bids will be opened by a duly constituted Evaluation Committee at the scheduled time and date.
- 7.2 Rates for Air conditioned buses on monthly basis should only be quoted.
- 7.3 Rates quoted should be inclusive of all taxes including State Tax and Passenger Tax. Toll Tax as per actual shall however be paid extra.
- 7.4 The rate to be quoted for AC 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 Tax Deduction at Source, along with Cesses as applicable is liable to be deducted as per Income Tax Rules or any other Rules and guidelines as may be prevailing at the time of payment.

8 Validity of Bids:

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

9 Criterion for Evaluation of Tender:

The evaluation of the tenders will be done on the basis of technical information furnished in form given in Annexure-III followed 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 Tender.

10 Right of Acceptance:

- 10.1** IICA reserves the right to reject any or all Tenders without assigning any reason whatsoever and does not bind itself to accept the lowest or any particular tender. The decision of IICA in this regard shall be final and binding. IICA reserves the right to award the contract to any one or more than one vendor.
- 10.2** Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tender.

11 Communication of Acceptance:

Successful tenderer will be informed of the acceptance of his tender.

12 Security Deposit:

- 12.1** The successful tenderer will have to furnish Bank Guarantee of Rs. 1,00,000/- (Rupees One Lakh Only) valid for a period of 60 days over and above the validity period of the contract 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 would be returned to the successful tenderer on receipt of Performance Security of Rs. 1 lakh.
- 12.2** The Bank Guarantee will 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. Bank Guarantee shall be retained until the final audit report on the account of firm's bill has been received and examined to cover any incorrect or excess payments made on the bills to the firm.

13 Penalty:

- 13.1** In case of breach of any conditions of the contract and for all types of losses caused due to non-providing of bus on any particular day (s), including excess cost due to hiring of bus from the market in the event of contractor failing to provide requisitioned bus, IICA shall make deductions at the rate of Rs. 7,000/- 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.
- 13.2** 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.

14 Disclaimer:

The employee of IICA or his/her near relative(s) are prohibited from participation in this tender. The near relatives for this purpose are defined as;-

- 14.1 Members of a Hindu Undivided Family.
- 14.2 Their husband and wife.
- 14.3 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.)

15 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 the IICA in that event and the security deposit in the form of Performance Bank Guarantee shall be encashed /forfeited. The decision of IICA in this regard shall be final and binding on the contractor.

16 Subletting of Work:

- 16.1 The contractor 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 from IICA and whereas IICA will be at liberty to refuse if it thinks fit to do so.
- 16.2 The tender is not transferable. Only one tender shall be submitted by one tenderer.

17 Terms and payment:

- 17.1 No payment shall be made in advance nor any loan from any bank or financial institutions shall be recommended on the basis of the order of award of work in IICA.
- 17.2 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.

- 17.3 All payments shall be made by cheque /RTGS only.
- 17.4 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.
- 17.5 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.
- 17.6 Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II.

18 Arbitration:

In case of any dispute arising out of or connected with or incidental to this contract. The dispute will be referred to an arbitrator appointed by the Director General & CEO, IICA. The decision of the arbitrator shall be final and binding on both the parties. The arbitration proceedings will be conducted in accordance with the Arbitration and Reconciliation Act, 1996.

19 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)
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ANNEXURE – II

PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK:

Sub: Tender for "Hiring 41 Seater AC Bus"

PART – I

- (i) Bus operators should have minimum of 03 AC Buses registered in their names or in the names of the firms.
- (ii) The list of bus along with scanned copies of registration book/RC should be attached with of the tender.
- (iii) The firm should be registered and should furnish a scanned copy of registration certificate in support thereof.
- (iv) AC Bus to be provided by the contractor should be in perfect running/ working condition and suitable for use by senior officers with good and clean upholstery.
- (v) AC Bus should not be older than 2013 model onwards as on the date of hiring.
- (vi) 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.

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Part – II

TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT:

- (i) 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.
- (ii) The IICA will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury, Death etc.
- (iii) The contractor should have the arrangements for repairing their vehicle in the shortest possible time and during the repair time, the firm should provide an alternate vehicle and driver immediately so that there is no inconvenience / disruption in the work of the Institute.
- (iv) The contractor must have all requisite clearance certificates etc. from the concerned Government agencies as per rules.
- (v) The daily record indicating vehicle No., mileage, time of departure from one point to another for each vehicle shall be maintained. Log book has to be maintained for each vehicle.
- (vi) The telephone facility (24 hours) must be available with the transporter/ agency.
- (vii) A certificate to be produced by the transporter from the competent authority to certify proper functioning of the "kilometer".
- (viii) Driver and conductor should be in proper uniforms to be provided by the contractor at his own cost and should be well versed with NCR Delhi and Gurgaon, Manesar routes and places. They should be well behaved and courteous to the passengers. The driver should be having a valid commercial heavy vehicle driving license to drive with passenger service vehicles badge (PSV Badge) and carrying a mobile phone, whose number shall be communicated to the IICA authorities. The character and antecedents of the driver and conductor should be verified from the local police.
- (ix) Neat and clean vehicles passed through quality maintenance team should be provided on daily basis.

- (x) GPS equipped vehicles with continuous backend tracking should be available.
- (xi) The contact details of a Dedicated Relationship Manager (one point contact) shall be provided by the contractor.
- (xii) The conductor should be trained in cardiopulmonary resuscitation (CPR) procedure.
- (xiii) The AC bus deployed should have fire extinguisher and a first aid kit.
- (xiv) The bus deployed should have good quality of music system.
- (xv) The bus to be deployed should have the facility of vomiting bags and racks.
- (xvi) The driver and bus attached with the Indian Institute of Corporate Affairs shall not be changed without prior intimation and permission.
- (xvii) Processing of bills for payments may 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 some official reasons.
- (xviii) Rates once finalized shall remain fixed during the entire period of contract. Upward change in rates will not be entertained due to any hike in petrol/diesel/CNG prices/ taxes or for any other reasons during the period of contract.
- (xix) The period of contract can be extended on the same rates, terms and conditions for a further period at the discretion of the Director General & CEO, Indian Institute of Corporate Affairs.
- (xx) The bus deployed must be available at the pickup points atleast 10 minutes before the indicated time.

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INDIAN INSTITUTE OF CORPORATE AFFAIRS

TENDER FORM – I TECHNICAL INFORMATION AND UNDERTAKING

Sub: Notice Inviting Tender for "Hiring of 41 Seater AC Bus"

1. Name of the Tenderer/concern: _____
2. Address (with Tel. & Mob. No.):

3. Address and telephone number of garage _____
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, scanned copy of registration should be attached)
6. Scanned copy of Income Tax Returns for the last three years attached or not? _____
7. PAN Number of Tenderer/concern: _____
(Scanned copy should be attached)\
8. Demand draft No. _____ Dated _____ from any scheduled bank

Bank & branch Name _____
for Rs. as Earnest Money Deposit (to be enclosed)
9. Registration Nos. of AC bus together with make:
1. _____ 2. _____
3. _____
(scanned copies of registration book should be attached)
10. Whether each page of NIT and its Annexure have been signed and stamped
11. 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)
12. Any other information important in the opinion of the tenderer.

Dated:
Place:

(Dated signature of tenderer
with stamp 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 35-01/2016 dated:_____and shall strictly abide by these "Parameters and Technical Specifications for operation of AC Bus Service".
3. I/We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure – I is/ are employed in the Indian Institute of Corporate Affairs.
4. I/We further undertake that the information given in this tender are true and correct in all respect and I/ we hold myself/ ourselves responsible for the same.

Dated:
Place:

(Dated signature of Tenderer
with stamp of the firm)

ANNEXTURE –IV

TENDER No. IICA 35-01/2016
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 41 Seater AC Bus"

Rates for air conditioned bus service on monthly basis for pick and drop facilities from IFFCO /Huda City Centre Metro Station to IICA, Manesar and back for 22-23 working days in a month and or up to Total effective 1500 Kms. in a month for the purpose of Pick up of staff in the morning and dropping after office hours in the evening.

A.

Particulars of vehicle- AC Bus	Monthly rate for Air Conditioned Bus
Capacity - minimum 41 seater	Rs.
1.Make_____model_____	
2.Make_____model_____	
3.Make_____model_____	

B. Rates for additional Kms (Beyond 1500 Kms)- per Km. : Rs.

C. Rates for additional Hour (Beyond 10 Hours)- Per Hour: Rs.

D. Rates per day for special requirements on Saturdays/
Sundays/ Holidays (10 hours, 100 Km.) : Rs.

E. Any other information :

IMPORTANT Notes:

1. Quoted price should be inclusive of all taxes and levies viz. Road Tax, Toll Tax, State Passenger Tax and State border Entry Tax etc.
2. The rates quoted should be inclusive of Dead mileage, if any.
3. Service Tax as applicable on the bill amount can be charged extra.
4. TDS as applicable will be deducted from the bills of the contractor.
5. The rates for AC buses with Model-2013 and onwards may only be quoted.
6. Non-AC buses will not be considered for award of contract.
7. Buses shall not be older than 2013 model.
8. In case of tie, L1 Company will be decided on the basis of the actual date of purchase of AC bus.

(Date Signature of tenderer with stamp of the firm)

Date:.....

Place:.....