



IIM SIRMAUR
KNOWLEDGE . LEADERSHIP

Tender No. IIMS/PUR/Transport Services/08/2020-21
Indian Institute of Management Sirmaur

Tender document for Providing Transport Services (42 Seater Non-AC
Bus Service) for IIM Sirmaur, Paonta Sahib, Himachal Pradesh-
173025

Last Date for submission of Tender: 17.11.2020 at 11:00 AM
Date & Time for opening of Tender: 17.11.2020 at 03:00 PM
Place of submitting quotations: Tender Box, Academic Block, IIM, Sirmaur,
H.P-173025.

STORES & PURCHASE OFFICE
INDIAN INSTITUTE OF MANAGEMENT, SIRMAUR
Rampurghat Road, Paonta Sahib, H.P-173025
Email: purchaseoffice@iimsirmaur.ac.in
Website: www.iimsirmaur.ac.in

R. Singh
27.10.2020

Tender No. IIMS/PUR/Transport Services/08/2020-21
Indian Institute of Management Sirmaur
Rampurghat Road, Paonta Sahib, H.P-173025.

Tender for Providing Transport Service (42 Seater Non-AC Bus Services) for IIM Sirmaur

Sealed Tender are invited for providing Transport Services from reputed bus operators / transporters as detailed below:

Service type	Details	No. of Buses required	No. of fixed Km per month
42 seater Non-AC Bus	Non-AC Bus Services (42 seater) alongwith Driver and Conductor from IIM Sirmaur to Institute Rented Hostels at Devinagar, Paonta Sahib (or anywhere including outstation journey as and when required basis)	2 Nos.	1500 Km (for each Bus)

The tender document consisting of Annexure-I (General Information, Terms and Conditions), Annexure-II (Technical Bid), Annexure-III (Financial Bid), are enclosed herewith.

This is a two bid system and The Technical Bid (Annexure-II) complete in all respects, along with the EMD should be put in the first envelope and The Financial Bid (Annexure-III) complete in all respects should be put in second envelope. Both the "Technical Bid" and "Financial Bid" should be put in a third sealed envelope super scribing "Tender for Providing Transport Services (42 Seater Non-AC Bus Service) for IIM Sirmaur".

The Bids complete in all respects should be submitted to the IIM Sirmaur, Paonta Sahib, H.P-173025 latest by 11.00 a.m. on 17.11.2020. The tenders will be opened on the same day at 03.00 PM (Both financial as well as technical Bids) in the presence of Transporters or their representatives who may like to be present. IIM SIRMAUR reserves the right to accept or reject any or all tender without assigning any reasons thereof. The tender document will only be available on the Institute Website at www.iimsirmaur.ac.in, which can be downloaded.

Yours faithfully,


Stores & Purchase Officer

27/10/2020

General Information, Terms, and Conditions
(Tender for Providing Transport Services (42 Seater Non-AC Bus Service) for
IIM SIRMAUR)

1. Introduction

The Indian Institute of Management Sirmaur (HP) is an Institute of National importance under the aegis of the Ministry of Human Resource Development, Government of India to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies. The Institute requires following Non-AC Bus Services for providing transport facilities to IIM Sirmaur Students for a period of two years as under:-

2 Nos., 42 Seater Non-AC Bus Services alongwith Driver and Conductor from IIM Sirmaur to Institute Rented Hostels at Devinagar, Paonta Sahib (or anywhere, may be outside the State as per time to time requirements of the Institute) (1500 Km per month for each Bus) from 8:00 AM to 9:00 PM from November/December, 2020 to May, 2021 (or as per monthly requirement basis of the Institute)

2. Terms and conditions

- a. Tenders shall be submitted in official tender form only. The completed tender document should be submitted by the Transporters duly signed by them on each page. The Transporter will have to submit the bid for both Buses as mentioned above. The tender document submitted for single Bus will not be accepted by the Institute.
- b. Tenders received without earnest money (EMD) shall not be considered.
- c. No paper shall be detached from the tender document. Paper left blank should invariably be signed and marked 'Blank'.
- d. The tender should be filled in and submitted in accordance with the instructions laid down herein, failing which the tender is liable to be rejected. No tender shall be considered unless all the pages of the tender document are duly filled in and signed by the Transporter.
- e. The successful bidder will have to submit a performance security for an amount equivalent to 10% of the total contract amount by way of DD/FD/BC/BG issued by commercial Bank and drawn in favour of IIM SIRMAUR and payable at Paonta Sahib valid for a period of 18 months from the date of award of contract.
- f. Individual signing the tender or other documents connected with the tender must specify and enclose an authority letter on stamp paper of (Rs.10/-) duly attested by notary to do so/or authorized person. The following:



1. A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
 2. 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, the disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firm.
 3. Director or a Principal Officer duly authorized by the Board of Directors of the company, if it is a company.
 4. The firm is not blacklisted to participate in Govt. tendering process.
- g. **Earnest Money Deposit:** The tender should be accompanied by an earnest money of Rs. 10,000/- (Rupees Ten Thousand Only) by way of a demand draft drawn in favour of IIM SIRMAUR and payable at Paonta Sahib. Please note that EMD will not be accepted by cheque, cash, money order or by bank guarantee. No interest will be payable on EMD.
- h. The EMD of the successful Transporter shall be liable to be forfeited and award of contract shall be treated as cancelled if the following conditions are not fulfilled.
- i. Execution of the agreement within 15 days of the receipt of the letter awarding the contract
 - ii. Providing the Transport services with effect from the dates mentioned in the letter awarding the contract.
 - iii. Submit to Purchase Section, IIM SIRMAUR within 10 days of the letter awarding contract photocopies of RC book, Insurance Certificate, Fitness Certificate and Permit issued by Transport Authority along with originals for verification as well as Passport size Photograph, Name and address along with ID proofs of persons manning the buses after due Police verification, in respect of all vehicles being provided with contact numbers.
 - iv. Submit demand draft towards performance security.
 - v. No interest will be payable on EMD. The Earnest Money Deposit of the unsuccessful Transporters shall be returned within 90 days from the date of opening of the Financial Bid. EMD of successful Transporter will be returned after receipt of performance security.
- i. Tender should be VALID for at least 90 days from the date of opening and the rates quoted shall be valid for the entire period of the contract. If any Transporter withdraws during this period, the Earnest Money Deposit shall be forfeited.
- j. All amounts should be mentioned both in figure and in words. Corrections, if any, must be attested. Where there is a difference between amounts quoted in figures and in words, the amounts quoted in words shall prevail.
- Government duties leviable, if any, should be quoted separately, failing which IIM SIRMAUR shall have no liability to pay these charges, and the liability shall be that of the Transporter.
- k. Transporters will indicate the number of vehicles fulfilling the above requirements in their fleet with the year of registration and also submit photocopy of RC of vehicle (s).



- l. Wherever, Transporters have taken vehicles on lease from other companies/individuals, copies of the lease agreement also should be attached along with other documents and should be duly signed by the Competent Authority.
- m. Please note that vehicles in good running condition with low noise, without vibration and having adequate height so that the commuter can travel standing comfortably will only be accepted under these rates. If the vehicles other than those mentioned in Technical Bid are applied, no payment will be made for such vehicles.
- n. The year of manufacturing of vehicle should be on or after 2015.
- o. Late tenders will not be accepted.
- p. IIM SIRMAUR reserves the right to accept or reject any or all tenders without assigning any reasons of whatsoever. The term of the contract will be initially for a period of one year which may be extended for one more year on mutual consent.

3. Local Conditions

It will be imperative on each Transporter to duly acquaint himself of the local conditions and factors which would have effect on the performance of the contract and the cost. No request to enhance the price shall be entertained after the bidder has submitted the offer.

4. Submission of Offer

This is a two bid system and The Technical Bid in ANNEXURE–II complete in all respect, along with the Earnest Money Deposit should be put in a separate, sealed envelope superscribing “Technical Bid” for Providing Transport Services (42 Seater Bus Service) at IIM Sirmaur.

THE FINANCIAL BID IN ANNEXURE-III complete in all respect should be put in another sealed envelope superscribing “Financial Bid” for Providing Transport Services at IIM Sirmaur.

Both the “Technical Bid” and “Financial Bid” should be put in a third sealed envelope superscribing “Tender for providing Transport Services (42 Seater Bus Service) at IIM Sirmaur”.

However, Transporters will have to apply for providing 2 Nos., 42 Seater Non-AC Buses and contract will be awarded to the vendor who will quote L-1 rates in totality for supplying two buses. Tender document submitted for providing single 42 Seater Bus will summarily be rejected.

5. Evaluation of Offer

The tenders will be opened at 03:00 PM on 17.11.2020 in the presence of the representatives of Transporters who wish to be present. At first instance, the Tender Evaluation Committee will open Technical Bid.

Transporters will be short listed by a duly constituted Tender Evaluation Committee (TEC) based on the information furnished in the Technical Bid. During this process, the TEC may get opinion from the organizations, if considered necessary, where services



are being provided by the Transporters / vendors. The committee may inspect the vehicles at a short notice at IIM SIRMAUR premises or at the office of the operators.

The decision of IIM SIRMAUR arrived at as above shall be final and representation of any kind shall not be entertained on the above.

The Financial Bids shall be opened only for the technically qualified vendors as recommended by the TEC. The date of opening of the Technical as well as Financial Bid will be same.

Any attempt by any Transporter / vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be debarred from bidding for any material / service in future to IIM SIRMAUR.

IIM SIRMAUR shall have no obligation to convey reason for rejection of any bid. It shall be open for IIM SIRMAUR, to reject even the lowest bidder in the interest of the Institute and no reason need be given thereof.

6. Scope of Responsibility and Services to be provided by the Transporter

a. The Transporter will ensure that

- i. The Buses run as per time schedule provided.
- ii. The Buses are kept neat and tidy. Proper dusting of the seats will be done everyday before the service starts.
- iii. The Buses provided, carry valid Insurance and fitness certificate along with other necessary documents.
- iv. Services of responsible, well trained, good mannered and neatly attired Driver and Attendant / Conductor possessing licenses as required by the transport department, are provided.
- v. The Buses report / depart as per time schedule provided.
- vi. The Buses are properly maintained and all door / window shutters properly fitted.
- vii. The Transporter will provide his own/ leased Bus. Sub-contracting is strictly not permitted and can result in cancellation of the contract and forfeited of performance security.

In Addition to the above, the Transporter will ensure the following for bus Services-

- i. The Buses having permit for carrying students and staff only are engaged under this contract.
 - ii. The Buses confirm to all specifications stipulated by the Supreme Court in its recent judgment.
 - iii. The Buses and personnel employed are not changed frequently, so that they recognize the student and staff using the bus facility.
 - iv. The Buses can't be used for other activities (like deployment in election rallies, marriages and parties etc.) by the transporter.
 - v. The Buses will not be changed during the contract period in short intervals, as this creates confusion and causes inconvenience to students and staff.
 - vi. The Transporter will affix the Plywood/Plastic made Board like 'IIM SIRMAUR, in consultation with the coordinators, in order to avoid misunderstanding in respect of identification.
- b. The Transporter will provide uniform / liveries to the staff to be employed / deployed as per the approved pattern and design at the Transporter's own cost.



- c. Smoking is strictly prohibited inside the vehicle. The Driver will not talk with the passengers/others/use mobile phone while driving.
- d. The Transporter shall take all precautionary measures in order to ensure the safety of the persons traveling in the vehicle.
- e. The Transporter shall assume all liabilities for and give to IIM SIRMAUR, the complete indemnity against all actions, suits, claims, demands, cost, charges, or expenses arising out of and in connection with any accident or injury sustained by any of the persons travelling in the vehicle.
- f. The Transporter will ensure periodic health checkup of the personnel employed / deployed by him / her.
- g. The Transporter will ensure verification of Character & Antecedents of the people being employed / deployed and proper Identity Cards will be issued to them.
- h. Any theft or damages caused by the Agency's personnel shall be borne by the Transporter.
- i. The Transporter will prominently display the permit issued by the Transport Department (Himachal Pradesh or any other State Govt.).
- j. Transporter shall immediately on receipt of demand made from IIM SIRMAUR, replace any person employed by him.
- k. Liabilities whatsoever in respect of persons employed by Transporter shall be the sole responsibility of the Transporter.
- l. Compliance of Rules like Minimum Wages Act, ESI Act, EPF Act, Income Tax Act, Service Tax Act, Labour law of H.P Government or Central Government as on date in existence or revised / changed in future will be the responsibility of the Transporter only. In this regard, the Transporter will maintain the necessary books, register etc. as per Govt. rules.
- m. The Transporter shall indemnify IIM SIRMAUR, against any loss or damage which IIM SIRMAUR, may suffer as a consequence of the Transporter's not complying with the laws referred/not referred above. The Transporter's will further indemnify IIM SIRMAUR, against any loss or damage which it may suffer as a result of the negligence on the part of the Transporter or any of the employees in the course of performance under this tender / contract.
- n. The Transporter shall be responsible for the payment of wages and allowances and all statutory dues, as per rules, to the persons employed by him/ her.
- o. The Transporter will ensure that in case of break down, the coordinators/Security Unit are informed immediately and alternate arrangements are made by the Transporter within the minimum possible time.
- p. The Transporter will submit to Purchase Section, IIM SIRMAUR. Passport size photographs, name, and addresses (Present and Permanent) of persons with landline number/mobile number who are put on service under the contract with IIM SIRMAUR in the prescribed Performa and also submit photocopies of bus documents like RC book, insurance, fitness etc.
- q. Any change in Bus, personnel employed will be intimated well in advance to Logistic Section, along with the details / documents.
- r. The Transporter is required to furnish an undertaking /affidavit duly attested by the competent authority swearing therein that the bidder is not blacklisted / disqualified at any time by any government /authority from participating in the bidding process.
- s. Year of manufacturing of Buses should be on or after year 2015.

7. Terms of Payment

- i. Payment to the Transporter will be made every month on receipt of pre-receipted bills from the Transporter as per contract after due verification of satisfactory services



- having been provided during the preceding month. Income Tax/GST etc. will be deducted from the bill as per rules. Payment will be made through PFMS or NEFT.
- ii. Toll tax, State entry tax, parking fee etc. will be reimbursed by the Institute on production of actual bills as and when vehicle is deployed for the outstation journey.

8. Penalty

Deduction on account of unsatisfactory services and improper maintenance of the vehicles (at the rate of 4 times the average cost) will be made from the monthly bills for, but not limited to each of the following reasons without proper justification:

- i. Not providing the service on any day.
- ii. Missing trip on any day (frequent missing trips will attract higher penalty including cancellation of contract)
- iii. Not maintaining the Buses neat and tidy
- iv. Providing Buses not conforming to the requirements specified in this document
- v. Misbehavior by the Driver / Attendant
- vi. Over speeding
- vii. Not adhering to the time schedule.
- viii. Failure to bring back all students/persons who were dropped, if any.
- ix. Non availability of complaint/suggestion book in the vehicle.

For the penalty amount to be recovered in respect of above the Competent Authority of IIM Sirmaur will be final authority in this regard and his/her decision shall be final and binding on the transporters.

9. Termination of Contract

- i. The contract can be terminated by giving at least one month's/prior notice in writing by either party.
- ii. Notwithstanding any of the above, if the services of the Transporter are not found satisfactory or in the event of sub-contract to a third party, the Transporter will be issued one month's notice by IIM SIRMAUR to terminate the contract without prejudice to any right accruing to either party prior to such termination. During the period of notice, both parties shall continue to discharge their duties and obligations. In event of sudden withdrawal / Termination of Services by the Transporter, the Institute reserve the right to forfeit the amount of performance security deposited by the vender and also to recover from Transporter the difference between amount under this agreement and actual paid to any other Transporter for the period of contract.

10. Complaints

The Transporter shall keep a suggestion/complaint book in every vehicle under contract to record any suggestion on performance of services and produce to IIM SIRMAUR or its representative for perusal to ensure that prompt action has been taken on such complaints and measures taken to avoid their recurrence. The suggestion/complaint book will be prominently displayed in the vehicle. The Transporter shall attend to all the complaints and take complete remedial measures as early as possible to the satisfaction of IIM SIRMAUR. Non-availability to suggestion book will attract imposition of penalty.

11. Misbehavior of Employees

The employees of the Transporter shall maintain strict discipline, interact with staff members in a respectable manner and shall not use any violent, obscene, or offensive



language while on duty. In case of misbehavior, IIM SIRMAUR has the right to impose penalty/ terminate the contract.

12. In case of any dispute having arisen, out of contract same shall be resolved by mutual discussions between the parties within a period of 30 days failing which only regular courts at Paonta Sahib will have jurisdiction to adjudicate upon the matter.

13. PARTIES

The parties to the Contract are the INDIAN INSTITUTE OF MANAGEMENT SIRMAUR (IIM SIRMAUR) and the selected Transporter.

14. INSOLVENCY AND BREACH OF CONTRACT

The IIM SIRMAUR may at any time, by notice in writing summarily terminate the Contract without compensation to the Transporter in any of the following event, that is to say:

- i. If the Transporter being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvency or shall have a Receiver appointed on the Business or an order for administration of his estate made against him or shall take any proceeding for composition under Insolvency Act, for the time being in force or make any conveyance or assignment or if the firm be dissolved under the partnership Act,
or
- ii. If the Transporter commits any breach of Contract not herein specifically provided for:
- iii. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the IIM SIRMAUR and provided also that the Transporter shall be liable to pay to IIM SIRMAUR for any extra expenditure, he is thereby put to and the Transporter shall under no circumstances be entitled to any gain.

15. ARBITRATION

In the event of any dispute arising between the Transporter'(s) and the institute (IIM SIRMAUR) during the currency of the contract or after conclusion thereof the same shall be settled by arbitration in accordance with the provisions of the arbitration and conciliation act 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole arbitrator to be appointed by the CAO, IIM SIRMAUR whose decision shall be final and legally binding on the parties. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an arbitrator the CAO IIM SIRMAUR may appoint a new arbitrator. The venue of arbitration shall be the respective office of the arbitrator or a place suitable to IIM SIRMAUR unless otherwise specified in the arbitral award the cost of such arbitration shall be borne by the Transporter'(s) and there will be no objection to this effect by any of the parties.

16. SETTLEMENT OF DISPUTES AND JURIDICION

The disputes shall in the first instance be tried to resolve by mutual discussions between the both parties within a period of one months failing which only the regular courts of Paonta Sahib will have the exclusive jurisdiction to adjudicate upon the matter. Services under the contract shall, if reasonably possible, continue during the legal proceedings and no payment due to or payable by IIM SIRMAUR shall be withheld n account of such proceedings.



TECHNICAL BID
(Tender for Providing Transport Services (42 Seater Non-AC Bus Service) for IIM Sirmaur)

Details of Earnest Money Deposit Rs.10,000/- (Please attach the Bank instrument with this form)		DD No.	Dated:
		Bank:	
1	Name of the firm/Transporter		
2	Address		
3	Whether Proprietorship / Partnership / Ltd. Co.		
4	Name of Proprietor / Partner / Managing Director		
5	Year of manufacturing of both Buses (i.e. should be on or after 2015)	1.	
		2.	
6	Name & Designation of the authorized signatory		
7	Annual turn over of the company:- (Minimum 10 Lakh/year/per past 3 year) i) 2017-18 ii) 2018-19 iii) 2019-20		
8	PAN No.		
9	Service Tax No.		
10	Permit for carrying passengers		
11	Whether conform all specification stipulated by supreme court in its recent judgment. (If yes enclosed details)	Yes/No	
12	Details of current / previous contracts (Enclose copies of contracts)		
	Experience in providing transport bus service to Govt. / Public Sector Undertaking		_____ Years
i	(a)	Name of Institution	
	(b)	Contact person name	
	(c)	Telephone No.	
ii	(a)	Name of Institution	
	(b)	Contact person name	
	(c)	Telephone No.	



13	Details of Buses Attach photocopy of RC of each vehicle. (Vehicle should not be more than 5 years old.)				
	Sl No	Vehicle No	Model / Year of Manufacture	Make / Type of Vehicle/Mileage done (Km.)	Seating Capacity
	(1)				
	(2)				
	(3)				
	(4)				
	(5)				
	(6)				
	(7)				
	(8)				
	(9)				
	(10)				
14	Please attach latest Fitness Certificate in respect of all vehicles from R.T.O.				
15	Please attach copies of permit in respect of all vehicles.				
16	Please attach all the copies of documents in respect of the information provided above which is must.				
17	Any other information:				

I confirm that I have read the tender document and understood that in case any of the statement(s) furnished in the bid is found to be false OR any of the terms and conditions of the tender are not complied with, the empanelment is liable to be cancelled and the earnest money deposited shall be forfeited. I agree that the decision of IIM SIRMAUR in this regard would be final and binding on the Transporter.

Dated:



(Signature)

Name:
Address:
(Office Seal)

FINANCIAL BID

(Tender for Providing Transport Services (42 Seater Non-AC Bus Service) to IIM SIRMAUR, Rampurghat Road, Paonta Sahib.

S No	Particulars	
01.	Name of the Company/Firm	
02	Registration No. of Vehicles that will be provided to IIM SIRMAUR	(1) (2)
03.	i) Rate per bus per month for 1500 Km ii) Rate per km after completion of 1500 Km	i) Rs. _____ Words _____ Rupees _____ ii) Rs. _____ Words _____ Rupees _____
04.	Any other charges (Please specify)	
05	Total	
		Rs. (.....) Rupees (.....) (.....)

Note: It is mandatory to quote the rates for two 42 Seater Non-AC Buses

Date

(Signature)

Name:

Address:

(Office Seal)

