



Tender Document for selection of Transport Agencies for providing Taxies and other vehicles to IIMB

Tender Notification No: IIMB/T&C/Hiring of Vehicles/08/23-24

This tender document contains pages from 01 to 20

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Indian Institute of Management, Bangalore

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1. Scope

Indian Institute of Management Bangalore (IIMB) (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites E- bids on open tender two bids system for selection of Transport Agencies for providing Taxies and other vehicles to IIMB. The tender document can be downloaded from the Institute website at URL Link: https://www.iimb.ac.in/tender_notices and from Central Public Procurement Portal link: [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) . The submission of e-Bids will be only through the e-Tender portal <https://eprocure.gov.in/eprocure/app> Bids will not be accepted in any other form.

Estimated Cost of the Services: The volume of business for this service was Rs.35 lakhs during the year 2022-23.

This is only an estimation and IIMB doesn't guarantee any minimum transaction.

2. Introduction

Indian Institute of Management Bangalore is an institution of national importance under the Indian Institute of Management Act, 2017.

IIMB has highly experienced and renowned faculty and a distinguished Board of Governors. The institute has outstanding infrastructure and provides a distinctive learning environment with a strong focus on research and academic excellence. IIMB has 104 full-time faculty members, about 1,350 students across various degree-granting programs. IIMB's two-year Post-Graduate Programme [PGP] in Management is ranked #2 in India and #37 globally by the QS Master's in Management Ranking [2023]. It is also ranked #1 in India by the 'Financial Times' "Master's in Management" category [2022].

3. Eligibility Criteria

All the Bidders must fulfill the following eligibility criteria and submit the copies of the documents and the declarations (duly self-attested) in support of their claim along with the Technical Bid. The Technical Bids not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents as sought below shall be treated as incomplete and will be rejected.

Sl. No	Eligibility Criteria	Supporting Documents
A.	Should have Registered Office with full infrastructure in Bangalore	Copies of Tax Receipt/Water Charge Bill/Electricity Bill/Telephone Land Line Bill/building rental or lease agreement
B.	The bidder agency can be either proprietor/company/partnership firm	Memorandum of Association/Articles of Association/Certificate of Incorporation for Companies, Partnership deed for Partnerships. If an individual, the Bidder must be a sole proprietor, with the same evidenced by a valid GST registration certificate or a certificate as a Shop or an Establishment under the Karnataka Shops and Commercial Establishments Act, 1961.

C.	The agency should have at least 3 years of experience as on 31.03.2023 in providing similar services to the Govt. Organizations/ Private Organizations / Education institutions/ Autonomous bodies/Public Sector organizations and Banks.	Copies of the Work Orders, Purchase Orders, Completion Certificate, Feedback/testimonials from the organizations
D.	The bidders should have minimum annual turnover of Rs. 18 lakhs in providing taxi services in at least three of the last five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).	Duly certified by a Chartered accountant clearly showing financial year-wise turnover, P&L Statement and Balance Sheet for the last five financial years i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22
E	The Bidder should have at least two passenger vehicles registered as commercial vehicles on its own name and having valid permit.	Copies of the vehicle registration certificate, valid permit and Insurance policies.
F	The bidders should not have been blacklisted/debarred from any Government organization during the period of last three years. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India.	An undertaking to this effect in the Company letter head duly signed to be enclosed, as per Annexure III
G	PAN, GST Registration No	Copies of PAN & GST Registration Certificate

Note:

1. The Bidder should be capable of providing vehicles with GPS/App/Software platform for deployment and tracking. The same should be demonstrated during presentation. Providing this feature will be part of the contract with the successful bidders.
2. Clause No. 3 E is only an Eligibility Criterion. The bidder should have the capability to provide IIMB with several / many vehicles at a time as per the demand.

4. Pre-Bid Meeting

Pre-bid meeting will be held on 29.08.2023 at 1100 Hrs at Conference room, Computer Centre, II Floor, Main Building, IIMB to address the queries of the bidders regarding the Tender. Interested bidders may send their queries on or before 28.08.2023 by 1700 Hrs. to the email id tenders@iimb.ac.in. After the pre bid meeting, the replies to the queries will be uploaded on the CPP Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) and Institute website at URL Link: https://www.iimb.ac.in/tender_notices.

5. Earnest Money Deposit

- i) EMD of Rs.70,000/- (Rupees seventy thousand only) should be submitted through NEFT or RTGS in favour of Indian Institute of Management Bangalore or through Bank Guarantee. If the bidder submits the EMD through Bank Guarantee(As per Annexure IV), such bank guarantee shall be valid for the period of 120 days from the date of opening of the Technical Bid. The scanned copy of the BG should be uploaded with the technical Bid. The original Bank Guarantee must be delivered to address mentioned below on or before bid submission date and time failing which the bid shall be rejected.

Senior Manager,
Tendering & Contracts
Indian Institute of Management

Bannerghatta Road
Bangalore-560076

The bank details of IIMB for online transfer by NEFT/RTGS:

Bank Name	: HDFC Bank Ltd
Bank Street Address	: J.P. NAGAR BRANCH, BANGALORE
Branch Code	: 0133
IFSC CODE	: HDFC0000133
Customer HDFC Bank a/c name	: Indian Institute of Management
Customer HDFC Bank a/c number	: 01331450000019

- ii) **Micro and Small Enterprises (MSEs) only** as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for service of providing vehicles on hiring basis, are exempted from EMD. However, they have to submit valid Udyam Registration Certificate along with the technical bid.
- iii) The bidders who seek exemption from EMD as per clause no. 4(ii) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.
- iii) EMD of unsuccessful bidders will be returned within 30 days of finalization of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit.
- iv) The amount of EMD (if any) is liable to be forfeited if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security.
- v) No interest will be paid on the EMD.

6. Tender Schedule:

Publish Date	21.08.2023 1700 hrs	Bid Opening Date	13.09.2023 1600 hrs
Document Download Start Date	21.08.2023 1730 hrs	Document Download End Date	12.09.2023 1530 hrs
Pre-Bid Meeting	29.08.2023 1100 hrs		
Bid Submission Start Date	21.08.2023 1730 hrs	Bid Submission End Date	12.09.2023 1530 hrs

Note:

- 1) If the bid opening date is declared an Institute holiday, the bids will be opened on the next working day.
- 2) IIMB may at its discretion extend/ change the schedule of any activity and intimate the prospective bidders by notifications through CPP Portal & IIMB Website.
- 3) IIMB reserves the rights to accept or reject any bids or accept all bids either in part or in full or to split the order, or to annul the bidding process without assigning any reasons thereof.

7. Bid Validity Period

The bid must be valid for 90 days from the date of opening of Technical Bids. A bid valid for a shorter period shall be rejected, being non-responsive. In exceptional circumstances, IIMB may request the bidders for the extension of the validity period.

8. Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

8.1 REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

8.2 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document. Page 6 of 10 6.2.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

8.3 PREPARATION OF BIDS:

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Bidder to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid

documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

8.4 SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- d) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- f) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- g) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid.
- h) The bid should be submitted as:**
 - i) **Technical Bid:**
 - (a) EMD: Copy of the UTR details for online transfer to IIMB Or Copy of the Bank Guarantee Or Udyam Registration Certificate for EMD exemption.
 - (b) Copies of the documents supporting Eligibility Criteria Clause 3 A) to G)
 - (c) Annexure I, II and VI
 - ii) **Financial Bid:** Bidders are requested to note that they should submit their financial bid in the BoQ format provided and no other format is acceptable.

Note:

1. All the line items in the financial bid should be filled. If any line items are left blank, the bid is liable to be rejected.
2. Only the basic rates excluding the taxes should be quoted in the BoQ.

8.5 ASSISTANCE TO BIDDERS:

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the email id tenders@iimb.ac.in on or before 28.08.2023 1700 hrs.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk numbers.

9. Opening of Technical Bids

Technical Bids will be opened on 13.09.2023 at 1600 Hrs.

Financial Bids of the qualified bidders will be opened at a later date. The date and time for opening of Financial Bids will be intimated to through CPP Portal.

10. Evaluation Of Bids

i) Technical Bid Evaluation:

a) Eligibility Criteria evaluation:

The technical bids consisting of all documents indicated in clause 8.4 h i), meeting all the essential eligibility criteria and EMD clause will be considered for further evaluation. Bids not meeting the eligibility criteria and EMD clause will be rejected and not considered for further evaluation.

b) Presentation:

Only those bidders who have qualified in the Eligibility Criteria evaluation will be shortlisted and will be called to make a presentation before the IIMB Committee.

During the presentation, the bidders should show the live demonstration of GPS/app/Software platform for deployment & tracking and show documentary proof with software platform/app partners etc.

The presentation will be for 20 minutes with 10 minutes for Q&A. The presentation carries 25 marks. The bidders who score a minimum of 15 marks in the presentation will be considered for opening of financial bids.

ii) Financial Bid Criteria and Evaluation

The financial bids of only those bidders who qualify in presentation round will be opened under intimation.

The lowest quotes for each of the line items made by the bidders will be fixed as minimum benchmark rates. All the bidders will be given an opportunity to match the benchmark rates. The bidders who match all the benchmark rates will be treated as selected bidders. However, IIMB intends to enter into contract with only two selected bidders. If more than two selected bidders are available, the final selection of the two bidders will be made based on the higher marks scored in the presentation round.

11. Amendment/ Cancellation of Tender Document:

At any time prior to the deadline for submission of proposals, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer

modify the Tender Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Tender Document and will be posted on the CPP Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) and Institute website at URL Link: https://www.iimb.ac.in/tender_notices. To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of IIMB, if required.

IIMB has the right to cancel this tender at any point of time without assigning any reasons.

[Any EMD collected shall be duly returned to the bidders.]

12. Award of Contract and Commencement of Operations

The IIMB will award the Contract to two successful bidders determined as per clause 9. The successful bidder shall pay the security deposit within 7 days, enter into an appropriately stamped (in accordance with the Karnataka Stamp Act, 1957) contract and commence the business within 30 days from the date of allotment letter/ Letter of award issued by IIMB. If the bidder fails to do so, the LOA be cancelled and the EMD will be forfeited.

13. Term / period of Contract

Duration of the contract will be for a period of three years from the date of Letter of Award. IIMB will review the performance at the end of first year and reserve the right to terminate the contract with a month's notice if the review is unsatisfactory. Once the quotation is accepted and the Work Order placed on the successful Bidder, the rates shall be valid until the entire contract period of three years subject to price variation clause below.

It may be noted that during the period of contract, if the Contractor fails to provide satisfactory service, it will be deemed as breach of contract. Contract can be terminated with one months notice. Please refer Termination of Contract clause.

14. Price Variation Clause (Escalation/De-escalation of Price)

Up to 5% increase/decrease in fuel price will not be considered for any increase/decrease in the rates.

However, for any decrease/increase in fuel price beyond 5% ,the following price variation will be adopted.

Increased/decrement cost per kilometer = x/y where 'x' is difference between old and revised fuel price and 'y' is the assumed mileage for a vehicle. The assumed mileage of vehicles calculated for this purpose is as per Annexure-VII.

15. Security Deposit

The successful bidder shall deposit a sum of **Rs.1,05,000/- (Rupees one Lakh five thousand only)** as Security Deposit. Security Deposit should be remitted within 7 days from the date of issue of allotment letter/Letter of Award. The Applicant shall remit the Security Deposit through online bank transfer or Bank Guarantee.

Note:

- a) The security deposit shall not carry any interest.
- b) The Security deposit is refundable only after completion of contract period or early termination of the contract, in accordance with the terms contained herein and the contract agreement.

- c) The Security deposit is liable for forfeiture in the event of termination of contract for breach of any condition/conditions of the contract.

16. Terms & Conditions of The Tender

- a. The bidder(s) should deploy medically fit drivers on IIM Bangalore site, only after the Police verification. All drivers deployed on IIM Bangalore site will carry Identity Card issued by the contracting agency. The vehicles are to be provided in neat and clean conditions.
- b. The drivers of the vehicles deployed on the IIM Bangalore site should be fully conversant with the routes of Bangalore City and the suburbs and should possess valid driving license in their names.
- c. The drivers employed by the Transport Service Provider(s) shall, at all times, be the employees of the Transport Service Provider(s) and not of the Institute. The Institute is not liable for any damage or injury sustained by the employees of the Transport Service Provider(s) in the course of their duties. In respect of all such damages or injuries, the Transport Service Provider(s) will be solely responsible for any claim which is made.
- d. The bidder(s) shall abide by the rules and regulations of RTO, Govt. of Karnataka / India particularly applicable to the business.
- e. The bidder(s) shall also abide by the relevant Rules and Regulations to engage drivers on the vehicles provided on IIM Bangalore site and will obtain requisite licenses, sanctions & permits which should be valid during the tenure of contract.
- f. The bidder(s) shall provide immediate replacement for the breakdown vehicle with same level of vehicle. All the charges towards repair / servicing, salary of the driver, fuel expenses, any other incidental expenses on operations & maintenance of the vehicles deployed on IIM Bangalore site shall be borne by the successful bidder(s).
- g. The vehicles deployed on IIM Bangalore site should be insured in all respects by the successful bidder(s). In case of any accident or theft etc. all the claims arising out of it will be met by the bidder(s). IIM Bangalore shall not be liable in any matter whatsoever.
- h. Storage / consumption of any alcoholic drink/ liquor are strictly prohibited. The driver on duty should not consume liquor / smoking / consuming tobacco or any other items, which is prohibited inside the premises of IIMB and also during the trips.
- i. The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to cancellation of contract.
- j. Service Provider shall not engage any person below 18 years of age.
- k. Notwithstanding any clause/conditions above, the bidder may note that the vehicles provided / drivers deployed shall adhere to flexible in timing/usage considering the academic nature and work of the IIMB.

17. Terms And Conditions of Contract

- a. All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. will be borne by the contractor.
- b. The vehicle should be provided within 3 hours of the intimation from IIMB on all business days.
- c. Contractor(s) would be responsible for using vehicles with clean interiors and exteriors and in excellent running condition. If at any point of time, any vehicle is found to be wanting in this,

- an alternate vehicle shall be provided immediately to the Institute at no additional cost.
- d. Contractor(s) would be responsible for the good conduct of the drivers employed and if at any point of time any driver is found to be working against the interest of the Institute, the said driver shall be removed by the contractor(s) and an alternate driver shall be provided immediately to the Institute at no additional cost.
 - e. All drivers shall have valid driving license and proof of the same shall be provided by the Contractor(s).
 - f. Vehicles should be fitted with necessary accessories to drive on State and National highways including during the nights.
 - g. Contractor(s) shall obtain vehicle fitness certificate from the Competent Authority, vehicle registration, comprehensive insurance, payment of road tax, inter-state permit, etc.
 - h. Contractor(s) shall provide valid certificate of pollution check for the vehicle from the concerned authorities from time to time and the same shall be renewed well before the due date. Copies of the renewal certificates shall be deposited with IIMB.
 - i. All vehicles shall be comprehensively insured against all risks (including the driver and occupants & third party). Insurance policy shall be renewed well before the due date
 - j. Vehicles should not be more than five years old and be in good roadworthy condition.
 - k. The contract is not transferable.
 - l. Driver should always carry all necessary documents like Registration papers, Insurance papers, Pollution Under Control (PUC) clearance, RTO tax payment papers, valid driving license (original) and all other documents that should be carried with vehicle as per rules & regulations of applicable laws.
 - m. Drivers should carry sufficient cash for discharging obligations on account of parking charges & toll taxes. Parking charges & toll fee, if any, will be reimbursed, upon the submission of documents along with such claims', provided GST is not levied on the reimbursement of expenses.
 - n. Lodging, boarding, transportation of drivers during outstation duty, if any, shall be the contractor's responsibility.
 - o. The driver provided by the contractor should fulfill the following conditions:
 - i. Should be in possession of valid driving license issued by RTO for the class of vehicle he is driving and he should be medically fit to drive the vehicle.
 - ii. Should be well groomed with proper attire.
 - iii. Should be able to read and write Kannada and English and have minimum three years of driving experience.
 - iv. Should not smoke or drink; chew Pan/Pan masala/Tobacco both while driving or otherwise.
 - v. Should not indulge in any activity inimical to security of the faculty and officials traveling in his car.
 - vi. Should be in possession of Mobile phone with valid connection.
 - vii. Should not use mobile phone, while driving.
 - viii. Should carry the Institute provided Placards whenever they are assigned to pick up guests from the Airport/Railway Station.
 - p. In the event of driver not being in presentable dress, not behaving properly, engaging in rash and unsafe driving, the IIMB shall have right to expel or refuse entry to such drivers and vehicles for rendering service.
 - q. The rules & regulations stipulated for drivers by the firms apart from the tender conditions in the document have to be provided by the contractor to IIMB for record purpose after award of contract.

- r. **Statutory Requirements:** The contractor has to ensure the compliances regards to statutory requirements, failing which IIM Bangalore shall not be held responsible.
- s. Driver should be alert /careful enough to take care of items/material kept in the vehicles.
- t. Vehicle should carry portable fire extinguisher.
- u. IIM Bangalore will not be responsible for any kind of fine / challan on account of violation of traffic rules, damage or accident to the vehicle or to any other vehicle or injury/loss to any driver and contracting agency will settle such issues on their own at their own cost. Damage/Loss to Officials of IIM Bangalore will be recovered from the contractor(s).
- v. It should be the responsibility of the service providing contractor(s) to meet transportation, food, medical, stay during outstation and any other requirements in respect of the drivers engaged by it at IIM Bangalore site and IIM Bangalore shall have no liabilities in this regard.
- w. The contractor(s) will be solely responsible for the redressal of grievances /resolution of disputes between the service provider and the drivers engaged by them at IIM Bangalore site. IIM Bangalore shall, in no way responsible for settlement of such issues.
- x. IIM Bangalore will not be responsible for any damages, losses, theft, claims, financial or other, injury to any drivers deployed by the contractor(s) in the course of their performing the functions/ duties, or for any payment as compensation.
- y. The contractor(s) shall submit the bills as per the agreed rates before 10th of the following calendar month to IIM Bangalore (Travel Desk) along with duly signed duty slips, email communication copy, self-attested photocopy of the extract of the log book and any other supporting documents

18. Settlement of Bills of The Contractor

Payment against bills shall be made only after satisfactory services to be certified by the Administration. No advance payment will be made. The payment will be made by online transfer within 30 days from the date of submission of bills along with trip sheets.

- a) Bills can be submitted either once in 15 days or on a monthly basis. Bills received after 5th or 20th of every month (based on fortnight or monthly submission) will not be entertained by the Institute except in unforeseen situation which is beyond the control of service provider subject to the approval of the Institute.
- b) IIM Bangalore shall not be responsible for payments for the services provided by the contractor(s) to IIMB students, Faculty members, staff and their family members on their personal requests.
- c) The contractor(s) shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to IIM Bangalore to concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
- d) The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills, as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by IIM Bangalore to the agency.
- e) In case, the contractor(s) fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Bangalore is put to any loss / obligation, monetary or otherwise, terms. In such instances IIM Bangalore could initiate penal measures including the termination of the contract.

19. Termination of Contract:

19.1 Termination due to Breach. In the event the Contractor/Successful Bidder materially breaches this Agreement, IIMB may, without prejudice to its other rights and remedies, terminate this Agreement by giving prior written notice of thirty (30) days, provided that the breach remains uncured at the end of such notice period. IIMB reserves the right to forfeit the security deposit submitted by the contractor either in whole or in part. Not providing satisfactory services is also deemed as a breach of the contract for which this termination clause is applicable.

19.2 Termination for Insolvency. IIMB may terminate this Agreement upon written notice to the Contractor in the event the Contractor (i) seeks reorganization or release under applicable law, (ii) seeks the appointment of a trustee, receiver or custodian, (iii) becomes the subject of a proceeding seeking the liquidation, winding-up, dissolution, reorganization or the like of the Provider, and such proceeding is not dismissed within sixty (60) days of the commencement thereof, (iv) makes an assignment for the benefit of creditors, or (v) has a substantial part of the Provider's property become subject to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

19.3 Termination for Convenience. Either Party can terminate this Agreement for convenience, by giving at least Three (3) months prior written termination notice to the other party.

20. Dispute Redressal & Applicable Laws:

- a) In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Institute shall be final and binding on the licensee.
- b) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bangalore, Karnataka, India only.
- c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the seat of arbitration shall be at Bangalore. The arbitration proceeding shall be conducted in English at Bangalore by a sole arbitrator mutually appointed by the parties. If the parties are unable to agree on a sole arbitrator, they shall approach the High Court of Karnataka for appointment of a sole arbitrator. The decision of the Arbitrator shall be final and binding on both the parties.

Annexure-I

Bidder Information Form (On Company Letter-head)

Bidder's Name:

[Address and Contact Details]

Tender Document No. Tender No./ xxxx;

Date:

Tender Title:

Note: Bidder's wrong or misleading information may result in bid being rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

1) Bidder/ Contractor particulars:

(a) Name of the Company:

(b) Legal Entity of Bidder (Proprietorship /Partnerships /Private Company /Government Institutions:

(a) Place of Registration/ Principal place of business/ manufacture:

(b) Complete Postal Address:

(c) Pin code/ ZIP code:

(d) Telephone nos. (with area codes):

(e) Mobile Nos.:

(f) Contact persons/ Designation:

(g) Email IDs:

2) Taxation Registrations:

(a) PAN number:

(b) GSTIN number:

3) Bidder's Authorized Representative Information

(a) Name:

(b) Address:

(c) Telephone/ Mobile numbers:

(d) Email Address:

(Signature)
(Name, designation, and seal of company)

ANNEXURE – II

Undertaking

To
Chief Administrative Officer
Indian Institute of Management Bangalore
Bannerghatta Road
Bangalore-560076
Ref : - Tender No:

(Tender for selection of Transport Agencies for providing Taxies and other vehicles to IIMB)

Sir,

1. I /We hereby submit our bid for **selection of Transport Agencies for providing Taxies and other vehicles to IIMB** along with other required documents.
2. This is to certify that I/We before submitting this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves abide by the said terms and conditions.
3. Our bid is valid for 90 days from the date of opening of Technical Bid.

Yours faithfully,

(Signature)
(Name, designation, and seal of company)

Date:

ANNEXURE – III

Self Declaration

To
Chief Administrative Officer
Indian Institute of Management Bangalore
Bannerghatta Road
Bangalore-560076

Sir,

In response to the RFP dated_____, I, Mr./Ms _____
,as a_____, hereby declare that I/our firm/our
company_____ am/is (a) not insolvent; (b)there is no vigilance and / or court case
pending against me/our firm /our company ; (c) no inquiry or investigation is pending against me
our firm/ our company from any statutory regulatory and / or investigation agency(d) I/our
firm/our company have/has not been blacklisted by any Government body/ PSB/PSU neither
indefinitely or in the last three years and (e)I/our firm/our company have/has all necessary
licenses, permissions, consents, no objections, approvals as required under law for carrying out its
business.

(Signature)
(Name, designation, and seal of company)

Date:

ANNEXURE – IV

Format of Bank Guarantee towards EMD

Whereas _____ (hereinafter called the tenderer") has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender") against the purchaser's tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser")

In the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.

Or

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

(a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 120 days after the opening of technical bids i.e., up to and any demand in respect thereof should reach the Bank not later than this date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, Name & Address of the Issuing Branch of the Bank

Annexure-V**Assumed Mileage for Price Variation Clause (Refer Clause 14)**

Type/Name of Vehicle	Mileage
Sedan A/C (e.g., ETIOS/Dzire)	16
SUV A/C (Innova Crysta)	10
SUV A/C (eg., Morazzo/Xylo/XUV 500 or Equivalent)	10
Tempo Traveller A/C (12 Seater)	8
Bus A/C (18 Seater)	4
Bus A/C (21-25 seater)	4
Bus A/C (26-32 Seater)	3
Bus A/C (33-36 Seater)	3
Bus A/C (40-45 Seater)	3
Bus A/C (50 Seater)	3
Bus non A/C (45 Seater)	3
Bus non A/C (50 Seater)	3
Bus A/C Volvo/Benz (26 Seater)	3
Bus A/C Volvo/Benz (35 Seater)	3
Bus A/C Volvo/Benz (45 Seater)	3
Luxury Bus A/c(22 to 24 Seater)	3
Luxury Bus A/c(35 Seater) Fixed Glass	3
Luxury Bus A/C (40 Seater)Fixed Glass	3
Luxury Bus A/C (45 to 49 Seater)Fixed Glass	3
Luxury Bus Volvo A/C (45 Seater)Fixed Glass	3

Annexure-VI**VENDOR BANK DETAIL FORM**

(Please submit this in your letter head with technical bid)

The Indian Institute of management Bangalore
Bannerghatta Road
Bangalore – 560 076

Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the details furnished below:

Sl. No.	Particulars	Details
1	Name of the Agency /Company	
2	Complete Address	
3	Name of the Contact Person	
4	Contact Numbers and Email ID	
5	Savings /current Account No.	
6	Name of the Bank	
7	Name of the branch with complete address	
8	IFSC Code	
9	PAN Number	

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold IIMB responsible.

Please find enclosed a cancelled cheque for your reference.

Authorized Signatory:

Name:

Designation:

Date:

Signature Attested by Banker

Name:

Designation:

Date: