

भारतीय प्रबन्ध संस्थान, लखनऊ

INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW
PRABANDH NAGAR, IIM ROAD, LUCKNOW -226013 (U.P.), INDIA

E-Tender Notice

NOTICE INVITING TENDER FOR HIRING OF SCHOOL VAN

NIT NO. – IIML/PUR/GEN/22/2020-21 DATED 27/11/2020

IMPORTANT DATES

1. Last date and time for submission of tender : 21/12/2020 -3:00 PM.
2. Date and time for Opening of Technical bid : 22/12/2020 3:00 pm.
3. Date of opening of financial bid will be intimated to eligible vendors through the portal.

E-tenders are invited from vendors / agencies in two-bid system (Technical bid and Financial bid) for hiring of school vans for school going children of the Campus. A free view NIT is available on Govt. E-Procurement portal i.e. <https://eprocure.gov.in>. Interested vendors/agencies are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprises of technical and financial bid. It is requested to download the tender on acceptance of terms & conditions. The technical (in pdf format) and financial bid (in excel format only) duly filled may be uploaded on E-Portal of Govt. site i.e. <http://eprocure.gov.in> using Digital Signature before the last date and time of submission as mentioned in the tender notice. The credentials as listed below shall be uploaded online.

IMPORTANT INSTRUCTIONS FOR BIDDERS

1. Indian Institute of Management Lucknow invites offers in prescribed BOQ from reputed vendors/agencies for hiring school vans for campus school going children of Indian Institute of Management Lucknow.
2. The technical specifications of vans, to be complied with by the bidder, are detailed in the BOQ.
3. All filled bids are to be uploaded on the above mentioned website on or before the last date & time mentioned above.
4. The Director of the Institute reserves the right to reject any of the offers without assigning any reasons thereof.
5. Bidders are required to deposit an amount of Rs. 30, 000/- (Rupees Thirty Thousand Only) towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at appropriate place. Those who are exempted from deposit of EMD shall upload the valid certificate in this regard.

Bank Account No.	07231450000294
IFSC Code	HDFC0000723
Name of Bank & Type of Account	HDFC/Savings

CHIEF ADMINISTRATIVE OFFICER

TENDER FOR HIRING OF SCHOOL VAN

GENERAL CONDITIONS

1. IIM Lucknow requires 02 (two) school vans daily (except Sundays) for hiring on monthly rentals basis for school going campus children. The requirement of vans may increase or decrease as per the need of the Institute from time to time depending on the number of school going children.
2. The School Vans (Non-AC) with 7+1 seating capacity shall be with drivers having valid driving license for driving commercial vehicles.
3. Van should always be in **good condition** and should **not** be more than Five years old from the date of manufacturing.
4. The School Vans provided to the Institute must have the necessary permits / Commercial license as per prevailing guidelines of the Transport Department / UP Govt. / Govt. of India, updated from time to time.
5. These vans will make trips to St Fidelis School, Vikas Nagar and City Montessori School, Aliganj as per the school timings, subject to change.

Sr. No.	Route	No. of Van required for each route [^]	KMs to be covered
01	IIM Lucknow - St Fidelis School, Vikas Nagar – IIM Lucknow	01	20 KM
02	IIM Lucknow - City Montessori School, Aliganj – IIM Lucknow	01	18 KM

Trip timings will be as per the timetable of the respective schools.
[^]During examinations, the extra trips of vans will be required, the vendor has to provide the vans as and when required.

6. On prior information from transport section of the Institute, the contractor may be asked to make extra trip (Charges will be payable extra on pro-rata basis)
7. During the summer & winter vacation, when services of school vans are not required, no payment will be made for this period.
8. The drivers should always carry valid commercial driving licenses and should always keep all papers of the van with them so that there may not be any difficulty at the checking of the van on the road by transport, police or any other checking authority.
9. Driver of the van should not be less than 30 years of age and maximum 50 years. The bidders shall not change the drivers frequently during period of contract.
10. The Bidder/Contractor is responsible for timely payment of wages and other dues as required in labour laws to the drivers deputed on these vans. The Institute will not be responsible for any payment on this account.
11. The Contractor has provide proper police verification report of the drivers deputed on these vans.
12. The drivers on duty should compulsory have mobile phones with them so that parents or person from transport section may talk to the driver in case of emergency or even in normal course as well.
13. The drivers should always possess sufficient cash to meet various petty requirement such for fuel and minor repair.
14. The drivers must strictly follow the safe driving norms i.e. driving within prescribed speed limits, no-wrong side driving, following traffic signals to ensure safe and security of children inside the van. However, in case of any accident, the contractor will be personally and solely

responsible and would be liable for payment of all charges including the compensation to victims involved.

15. The changes in school timings will be informed by the Transport Section of the Institute and the vans shall be provided accordingly.
16. In the event of any dispute between the parties, the disputes may be settled in court of law within the jurisdiction of the city of Lucknow
17. The Director of the Institute reserves the right to accept/reject any of the offers without assigning any reasons thereof.
18. The firm of bidder must not black listed by any government organization / body.

PRE-QUALIFICATION AND DOCUMENTS REQUIRED TO BE ENCLOSED:

1. The Bidder should be a registered company / firm with valid **GST Registration** (Enclose copy of GST Registration Certificate).
2. The Bidder should own at least **two School Vans (with valid School Van Permit issued by RTO) registered on name of the firm/company/owner/partner. These vehicles should not be more than 05 years old.** All the vehicles should fitted with GPS.
3. The average annual turnover of the Bidder in last three financial years shall not be less than Rs. 5.00 lakh for similar nature of work/business. (**Balance Sheet/ CA certificate**)
4. The **Bidder** should possess the experience of successfully handling the business of providing School-Van services to Educational Institutes / Training Institutes or reputed organization (s) for last 3 years with average yearly billing of Rs.5.00 Lakh.
5. **EMD:** The bidder must mention the UTR/Transaction number in the Technical Bid and enclose the print out of screen shot or photocopy of Deposit Slip showing deposit of EMD in the Institute Bank Account provided in the in the Tender Document. Those bidders who are exempted from deposit of EMD shall enclose the valid certificate in this regard.

AFTER FINALIZATION OF THE TENDER: The successful Bidder, on issue of the work order will be required to make following arrangements within 15 days from date of issue of the work order, failing which the work order may be cancelled:

- (a) The successful **Bidder, who is awarded the contract will be required to enter into a contract** with Indian Institute of Management Lucknow on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only). The cost of the stamp paper shall be borne by the bidder.
- (b) Security Deposit @ 10% of the annual value of the contract in form Demand Draft / Fixed Deposit Receipt / Performance Bank Guarantee in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. The validity of the Fixed Deposit Receipt or Performance Bank Guarantee shall be for a period of the contract plus 2 months. No interest will be payable by the Institute on Security Deposit. The Security Deposit, after making any recovery (if required), will be released after 2 months from the date of completion / termination of the contract.
- (c) Produce 02 Vans with valid Registration Certificates (RCs), Insurance, non-Polluting Certificates and other documents as required as per the rules of the Transport Department of UP government, shall be produced for inspection by our Transport Section and if found fit by our transport section, the contractor has to provided the same vans.
- (d) Details of the drivers to be deputed with valid driving license and their Police Verification Report.

Other Terms & Conditions:

1. **Period of Contract:** The successful bidder will be awarded the contract initially for a period of one year, which may be extended for another two years (on yearly basis and on same terms

& conditions) subject to satisfactory performance of the contractor and on mutual consent of the both the parties i.e successful bidder/contractor and the Institute.

2. **Termination of contract:** Either party can terminate the contract at any time during the contract period with an advance notice of 3 months. However, the Institute reserves the right to terminate the contract immediately without any notice on serious breach of contract on part of the contractor.
3. **Increase in Rate:** No increase in rate quoted by the bidder will be admissible during the first year of the contract. Extension of contract, if any, the Institute may consider an increase in rates based on the wholesale price index, if the increase is more than 2%. The percentage increase in rate cannot be more than the increase in wholesale price index declared by RBI.
4. **Penalty clause:** If the contractor is unable to provide services of school van, the same services will be hired from another service provider at the risk and cost of the firm with an additional penalty of Rs 500/- per trip/van on the contractor.
5. **Security Deposit:** The Successful bidder on issue of the work order is required to deposit @ 10% of the annual value of the contract in form Demand Draft / Fixed Deposit Receipt / Performance Bank Guarantee in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. The validity of the Fixed Deposit Receipt or Performance Bank Guarantee shall be equal to or more than the period of the contract plus 2 months. No interest will be payable by the Institute on Security Deposit. The Security Deposit, after making any recovery (if due or required), will be released by the Institute after 2 months from the date of completion / termination of the contract.
6. **No Sub-Contractor Clause:** Contractor will perform the work in accordance with the terms of this Agreement. Contractor will generally not subcontract any other individual, entity, or agent, for the work under this Agreement.
7. **Dispute & Arbitration:**
 - (i) All disputes or differences whatsoever arising between the parties out of or relating to this contract that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of the negotiation shall be settled by mutually referring the dispute to a sole Arbitrator and the award passed by him shall be final and binding on the parties. Selection of arbitrator shall be made by mutual consent. The cost of arbitration shall be divided equally. The proceedings will be governed by the provisions of the arbitration & Conciliation Act, 1996. The place of arbitral proceedings will be Lucknow. The language of the arbitral proceedings shall be English
 - (ii) By consent of Parties the jurisdiction of all other courts are excluded and the courts at Lucknow alone shall have jurisdiction.
 - (iii) "Abandonment/incomplete work", wherein it should be mentioned that apart from the forfeiture of security the incomplete work shall be got completed from some other agency and the costs thereof be recovered from the contractor.
 - (iv) The service of notice will be given by e-mail or courier or speed post or registered post be added and the address for service of notice be specified both for IIM and contractor.
8. **Payment: Payment shall be made as per usage of the services** by direct transfer to Contractor's bank account on monthly basis (post) on submission of valid bill after verification from the users / user department. The vendor/contractor should submit a monthly bill within the 1st week of the month. After receiving, the bill shall be processed for payment within 15 working days

9. **Notice_and Agreement:** The Institute has unfettered right hereunder to terminate the arrangements at any time without assigning any reason whatsoever. The jurisdiction **for dispute (s), if any, shall be Lucknow.**

10. Liquidated damages:

Subject to OTC clause 11, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, as sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the services contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already

11. Force Majeure:

Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements.

The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus the Force Majeure will free both parties from contractual obligations / liability when prevented by such events from fulfilling obligations as the same will be suspended for the period of Force Majeure. However, if the performance in whole or part or any obligation under this contract is prevented or delayed for period exceeding 120 days, either party may at its option terminate the contract without any financial repercussions on either party by giving at least 15 days' notice.

12. **Disclaimer Clause:** IIM Lucknow has the discretion and right at any stage to cancel/add or amend the information, terms, procedure and protocol set out in the RFQ and the bidder has no claims against such right. The Institute has unfettered right hereunder to terminate the arrangements at any time without assigning any reason whatsoever. The jurisdiction **for dispute (s), if any, shall be Lucknow**

13. **Disqualification:** The proposal is liable to be disqualified in the following cases:

- i. Proposal not submitted in accordance with this document
- ii. Proposal is received in incomplete form.
- iii. Proposal is received after due date and time.
- iv. Proposal is not accompanied by all requisite documents.
- v. Information submitted in the tender proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- vi. If quotation is received without EMD or valid certificate for exemption (NISC/MSME).
- vii. If price is mentioned in the Technical bid

TENDER FOR SCHOOL VAN SERVICES FOR THE INSTITUTE

TECHNICAL-BID (PART - A)

The details of criteria mentioned in Technical Part, shall be provided in this format:

S. No.	Particulars	Enclosures required (self attested copy)	To be filled by the Bidder
01	Name of Bidder (organization) in Capital Letters	NA	
02	Name & Address of Signatory (bidder) with Mobile number and Email id		Name : _____ Address: _____ _____ Mobile No: _____ Email id : _____
03	GST No.	GST Certificate	
04	PAN No.	PAN card	
05	Registration No. of minimum 02 vans (not more than 5 years old)	Copy of All RCs	
06	Name of clients, whom the bidder has provided / is providing similar services	Work order/ completion certificate with value of work	
07	Please mention your Annual Turnover of last 3 financial years (2018-19, 2017-18 & 2016-17)	Certificate (issued by CA) showing Annual Turnover or ITR or Balance Sheet or other relevant document	FY 2018-19: Rs. _____ FY 2017-18: Rs. _____ FY 2016-17: Rs. _____
08	Do you have Certificate from RTO/ Competent Authority for operating school-van business	Copy of certificate	Yes / No
09	Have you/ your firm ever been black-listed by any government organization / body?		Yes / No
10	Details of EMD (Transferred by the bidder to the Institute Bank Account)	Screen shot showing transfer of funds. In case, the bidder is exempted from EMD, the Bidder shall provide a valid certificate in this regard.	UTR / Transaction No. _____ Transaction Date: _____

(SIGNATURE OF THE BIDDER WITH SEAL)

Date:

TENDER FOR SCHOOL VAN SERVICES FOR THE INSTITUTE

(FINANCIAL PART - B)

THE RATES ARE TO BE QUOTE IN THE FOLLOWING FORMAT IN EXCEL FILE ONLY:

A. ON MONTHLY BASIS				
Vans	Route	Qty.	KMs to be covered	Rate quoted per Month (In Rs.)
Van-01	IIM Lucknow - St Fidelis School, Vikas Nagar – IIM Lucknow	01	20 KM	
Van-02	IIM Lucknow - City Montessori School, Aliganj – IIM Lucknow	01	18 KM	
Trip timings will be as per the timetable of the respective schools.				

B. FOR EXTRA TRIP, IF ANY			
S. No.	Route	Distance (KMs)	Rate per trip (in Rs.)
01	IIM Lucknow - St Fidelis, Vikas Nagar - IIM Lucknow	20	
02	IIM Lucknow - CMS Aliganj – IIM Lucknow	18	

C. RATE FOR EXTRA DISTANCE AND TIME		
S. NO.	Particulars	Rate (In Rs.)
01	In case of deviation from the route (as per the decision of the Institute), rate to be charged for each extra KM per van)	Rs.____ / KM
02	In case of deviation from the route (as per the decision of the Institute), rate to be charged for each extra Hour per van)	Rs.____/ Hour

1. GST as applicable would be paid extra. Institute may verify the deposition GST by the **Bidder** from the concern department. No other tax/ parking charges/toll tax etc. will be paid by the Institute.
2. IIM Lucknow may require **2-4** van daily for normal routine
3. Lowest bidder will be decided based on the rates quoted in all categories above. (Total of rate quoted at A &B & C above).
4. In case of deviation from the route, charges will be as per “C” financial part.

(SIGNATURE OF THE BIDDER WITH SEAL)

Date: