

No. IICA 5-40/2012
INDIAN INSTITUTE OF CORPORATE AFFAIRS
IMT MANESAR

Plot No. P- 6, 7, & 8, Sector 5
IMT Manesar
www.iica.in
Ph: 0124-2290400, 2640000
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Dated: 26th December, 2012

NOTICE INVITING TENDER FOR HIRING OF TAXIS

On behalf of the DG & CEO, Indian Institute of Corporate Affairs, Sealed Tenders are invited from reputed and established Taxi Operators stationed at Delhi and Gurgaon for supply of AC taxis on monthly requirement basis for a period of one year or as specified in the letter communicating acceptance of tender/ award of work. The requisition of vehicles shall be for official use in the office of Indian Institute of Corporate Affairs at its C.G.O. complex and Manesar office.

Requirement of Vehicles is as under:-

- | | | |
|-----------------------------------------------------------------------------|-----|-------------------------------------------------------------|
| 1. Vehicles with 7 seater capacity
(Details given in Annexure IV & IV A) | A.C | 04 Nos. Based at Gurgaon. (Cars should be regd. At Gurgaon) |
| 2. Ford Fiesta/SX4/ Swift Dzire/Etios | A.C | 02 Nos. Based at Delhi |
| 3. Tata Indigo/ Indica | A.C | 03 Nos. (02 Based at Delhi & 01 for Manesar) |
| 4. Mini Bus | A.C | 01 Nos. (Garage at Gurgaon) |

The total annual estimated cost of hiring shall depend upon actual use of hired vehicles on requirement basis. The amount of EMD and performance security deposit (upon award of contract) for the contract will be Rs. 25,000/- and Rs.1, 50,000/- respectively to be given in the- form of Bank draft/ Bank Guarantee from any Nationalized Bank. Other detailed information regarding terms and conditions of the contract along with tender form can be down loaded from the official website of IICA www.iica.in.

2. **Schedule of Tender**

Tender No.	: IICA 5-40/2012
Last Date & Time of Receipt of Tender	: 17-01-2013, 13:00 Hrs
Date & Time of opening of Tender	: 17-01-2013, 14:00 Hrs
Venue	: Indian Institute of Corporate Affairs Plot No. P- 6, 7, & 8, Sector 5 IMT Manesar

3. The tenders completed in all respect must, in all cases, be deposited in this office before the date and time indicated in the Scheduled of Tender in para 2 above. The tenders received after the scheduled date and time will be rejected outright. The tenders may be sent by **registered post/or may be dropped in tender box in this office**, so as to reach before **17-01-2013 upto 13.00 hours**. This office will not be responsible for any postal delay. Only one tender should be kept in one cover.

(A. K. Dwivedi)
Sr. Consultant (Admin)
Indian Institute of Corporate Affairs
IMT Manesar

TENDER No. IICA 5-40/2012
INDIAN INSTITUTE OF CORPORATE AFFAIRS
ANNEXURE-I
GENERAL TERMS AND CONDITIONS

Subject: Notice Inviting Tender for "Hiring of Taxis"

1. **Parties:** - The parties to the Contract are the contractor (the tenderer to whom the work will be awarded) and the IICA.
2. **Addresses:** - For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledge 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 Bank Guarantee/demand draft of any nationalized bank must be deposited by bidders along with their duly filled up tender documents. The validity of the Bank Guarantee/demand draft need to be up to 6 (six) months starting from last date of submission of Tender. The Bank Guarantee/demand draft shall be in favour of IICA, New Delhi.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by 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 bank guarantee/demand draft will be forfeited to the Government.
- 3.4 The tenders, without Earnest Money, will be summarily rejected.
- 3.5 No claim shall lie against the Government/ IICA in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts namely Technical Bid (in form given in Annexure-III) along with Earnest Money Deposit and Commercial Bid (in form given in Annexure-IV) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing sealed cover should bear the address, Tender Number and date, subject of tender. The inner envelopes should be superscribed with Tender Number, subject of Tender, whether the envelope is containing "Technical Bid" or "Commercial Bid".

5. Signing of Tender:

Individual signing the tender or other documents connected with 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.
- (c) Director or principal office duly authorized by the Board or Directors of the Company, if it is a Company.

Note:

- (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. The attested 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.
- (4) The tenderer should Sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETCHED THIS TENDER DOCUMENT. (This sub clause will not be applicable in case where signing of a separate agreement is considered by the IICA if necessary.)

6. Eligibility Criteria

- (1) **Operator should have at least 10 taxis registered in his own/firm name as Commercial vehicle/taxi for Delhi and Haryana. The Taxis required at Gurgaon/Manesar will be provided from garage at Gurgaon. In case taxis at Gurgaon/Manesar are supplied from Delhi Garage, mileage will be counted from Gurgaon garage.**
- (2) The firm should be registered and copy of registration should be provided.

- (3) Taxis should be well maintained with proper upholstery and should not be more than three years old as on 01.01.2013

7. Technical Bid:

The Technical bid should be submitted in form given in Annexure-III along with the Bank Guarantee/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 Taxis registered In the name of the tenderer or his firm with photo copies of RCs and any other information sought for In the last section of the Annexure-III.

8. Commercial Bid:

- 8.1 The Commercial Bid should be submitted in the form given in Annexure IV in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers who are founds technically compliant, will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.
- 8.2 Rate to be quoted separately for non-Air conditioned taxis on monthly basis.
- 8.3 Rates quoted should be inclusive of all taxes as mentioned in Annexure-IV.
- 8.4 The rate to be quoted for taxis on monthly basis up to 2500 Kms. use in a month. The price quoted shall be firm and final for the entire period of contract.
- 8.5 Terms of payment as stated in the Tender Documents shall be final.
- 8.6 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

9. Validity of Bids:

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

10. Opening of Tender:

The tenderer is at liberty to either himself or authorize, not more than one representative, to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

11. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure-III and then on the basis of commercial information furnished in form given in Annexure-IV. The Commercial bid (Annexure-IV) of such firms found valid based on technical parameters (as per annexure-III) will only be opened on the date, time and venue to be announced after opening of the Technical Bid. 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 NIT.

12. Right of Acceptance:

- 12.1 IICA reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of IICA in this regard shall be final and binding. IICA reserves right to award the Tender to one or more than one vendor. IICA also reserves right to amend, modify, add or delete any terms and conditions of the tender in the interest of the Institute without assigning any reason.
- 12.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

13. Communication of Acceptance:

Successful tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for security deposit will be communicated.

14. Security Deposit:

- 14.1 The successful tenderer will have to furnish Bank Guarantee/demand draft of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) 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 in form of DO would be converted into SO and the balance amount would be payable by the Tenderer. In case of Bank Guarantee Tenderer may extend validity period of BG for further one year.
- 14.2 The Bank Guarantee/demand draft can 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. On expiry of the contract, such portion of the said Bank Guarantee/demand draft as may be considered by the IICA sufficient to cover any incorrect or excess payments made on the bills to the firms, shall be retained until the final audit report on the account of firm's bill has been received and examined.

15. Penalty:

- (a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Taxi from the market In the event of Contractor failing to provide requisitioned taxis or not providing Taxis, IICA shall make deductions at the rate of Rs. 500 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.

- (b) 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.

16. Disclaimer

The near relatives of employees of IICA are prohibited from participation in this tender. The near relatives for this purpose are defined as:-

- (a) Members of a Hindu Undivided Family.
(b) Their husband and wife.
(c) 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.)

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

18. Subletting of Work:

The firm 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 of the from IICA which IICA will be at liberty to refuse if it thinks fit.

- 19.** The tender is not transferable. Only one tender shall be submitted by one tenderer.

20. Terms and payment:

- 20.1 No payment shall be made in advance nor the any loan from any bank or financial institutions shall be recommended on the basis of the order of award of work.
- 20.2 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.
- 20.3 All payments shall be made by cheque only.
- 20.4 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.
- 20.5 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.
- 20.6 Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II.

21. Arbitration:

In case of any dispute related to this contract IICA may appoint CAO (Chief Administrative Officer), IICA or any other Officer as an Arbitrator whose decision shall be final and binding on both the parties. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

22. 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.

(A.K. Dwivedi)
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Indian Institute of Corporate Affairs
IMT Manesar

TENDER NO. IICA 5 – 40/2012
INDIAN INSTITUTE OF CORPORATE AFFAIRS

ANNEXURE – II
PARAMETERS AND TECHNICAL SPECIFICATION
FOR EXECUTING THE WORK

Sub: Notice Inviting Tender for “Hiring Taxis”

PART – I

PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. (i) Taxi Operators should have minimum of 10 Taxis registered in their names or in the names of the firms.

(ii) The list of taxis along with photocopies of registration book/RC should be attached with of the tender.
2. The firm should be registered and should furnish a copy of registration certificate in support thereof.
3. (i) Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers with good and clean upholstery.

(ii) Taxis should be in good running condition and well maintained and should not be older than three years.
4. Only such Taxi Operators may apply whose Taxis have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stand from where such taxis are to be operated and can be requisitioned by IICA.

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Part – II
TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The Taxis will be required by Indian Institute of Corporate Affairs at Paryavaran Bhawan, CGO Complex, Lodhi Road and at IICA Campus at Manesar or any place in New Delhi/NCR.
2. Maximum Mileage @ 10 km on either side for journeys from garage to the place of duty and vice versa will be allowed.
3. The IICA will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury.
4. The firms should have the arrangements for repairing their vehicle in a short time and during the repair time the firm should provide a substitute vehicle and driver immediately so that there is no inconvenience / disruption in the work of the Ministry.
5. The Transporter must have all requisite clearance certificates etc. from the concerned Government agencies as per rules.
6. The daily record indicating time and mileage for each vehicle shall be maintained.
7. The telephone facility (24 hours) must be available with the transporter/ agency.
8. A certificate to be produced by the transporter from the competent authority to certify proper status/ functioning of the "kilometer'.
9. Log book has to be maintained for each vehicle.
- 10. Driver should be in possession of valid driving licence and should be medically fit. Only driver with minimum of 2 years accident free experience would be deployed.**
- 11. Driver should be in possession of photo ID card and Public Service Badge at all times.**
- 12. Driver should be in proper uniform, well versed with NCR Delhi and Gurgaon, Manesar routes and places. He should be well behaved and courteous to the passengers. The driver should be carrying a mobile phone, whose number will be communicated to the IICA authorities. The character and antecedents of the driver should be verified from the police. Copy of the Police verification and medical fitness should be furnished to IICA in respect of all drivers expected to be deployed at IICA.**
13. The drivers attached with the Indian Institute of Corporate Affairs will not be changed.
- 14. The vehicles registered under Taxis Quota only should be provided.**
15. Payment of bills would 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 official reason.
- 16. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the periods of contract.**
17. The period of contract may be extended on the same finalized terms and conditions for a further period at the discretion of the Director General, Indian Institute of Corporate Affairs.

(A.K. Dwivedi)
Sr. Consultant (Admin)
Indian Institute of Corporate Affairs
IMT Manesar

TENDER NO. IICA 5 – 40/2012

**INDIAN INSTITUTE OF CORPORATE AFFAIRS
ANNEXURE – III
TENDER FORM – I TECHNICAL INFORMATIONS AND UNDERTAKING
(See Clause 6 of Annexure – I of This Tender Document)**

Sub: Notice Inviting Tender for “Hiring Taxis”

1. Name of the Tenderer/concern: _____
2. Address (with Tel. & Mob. No.): _____
3. Address and telephone number of garage at New Delhi
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, attested photocopy or registration should be attached)
6. (i) Photo copy of Income Tax Returns for the last three years attached or not? _____
ii) PAN Number of Tenderer/concern: _____ (Attested copy should be attached)
7. Demand draft No. _____ Dated _____ from bank
Name _____ Amounting to Rs. as Earnest Money Deposit (to be enclosed)
8. Registration Nos. of Taxis together with make:
1. _____ 2. _____
(Photocopies of registration book should be attached)
9. Whether each page of NIT and its Annexure have been signed and stamped
10. List of Important Organizations with address and Telephone number to whom Taxi 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)
11. Any other information important in the opinion of the tenderer.

Dated:
Place:

(Dated signature of tenderer
with stamps 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 5-40/2012** dated: 26-12-2012 and shall conduct the work strictly as per these “Parameters and Technical Specifications for conducting the work”.
3. I/We hereby that none of my relative(s) as defined in disclaimer clause of Annexure – I is/are employed in the Indian Institute of Corporate Affairs, New Delhi.
4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated:
Place:

(Dated signature of Tenderer
With stamps of the firm)

TENDER No. IICA 5-40/2012

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 Taxis”

Rates for Air Conditioned non A/C Taxis on Monthly basis @10 Hrs per day duty Hrs.

Particulars of vehicle	Rates for average monthly use of 2500 Kms		Rate per additional Kms.	Rates per hour beyond duty hours	Night halt charges per night 10PM to 6AM
	Air Conditioned	Non – Air Conditioned			
Innova					
Tavera					
Xylo					
Ford Fiesta					
SX4					
Scorpio					
Bolero					
Swift Dzire					
Etios					
Tata Indigo					
Indica					
Mini Bus					

Any other information:

Note quoted price should be inclusive of all taxes and levies except service tax, parking charges and border/ Entry Tax which will be paid additionally but only on production of original receipt.

(Date Signature of tenderer with stamp of the firm)**Date:.....****Place:.....**

Rate (As and when required)

S. No.	Particulars of vehicle	For 40 km for 4-5 working hours on any day	For 100 Km for 12 working hours per day	Rates per additional hours	Rates per additional Km.
1.	Innova				
2.	Tavera				
3.	Xylo				
4.	Ford Fiesta				
5.	SX4				
6.	Scorpio				
7.	Bolero				
8.	Swift Dzire				
9.	Etios				
10.	Tata Indigo				
11.	Indica				
12.	Mini Bus				

(Date Signature of tenderer with stamp of the firm)

Date:.....

Place:.....

