



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road
Lucknow 226013

INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
PRABHAND NAGAR, IIM ROAD
LUCKNOW-226013

DATE: 12.04.2022

CORRIGENDUM-1

Reference to NIT NO. IIML/PUR/Taxi Services/20/2021-22 dated 24.03.2022 for “Providing Taxi Services at IIM Lucknow”.

The bidders are requested to submit their bids after considering the following changes in the above referred NIT:

Sr. No.	Descriptions	Original date & time	Revised date & time
1.	Last date of bid submission	14.04.2022 up-to 02 PM	03.05.2022 up-to 05 PM
2.	BID opening date	15.04.2022 up-to 03 PM	04.05.2022 up-to 03 PM
3.	Eligibility criteria	As per original NIT	Revised
	Point No.(III) under Head-Eligibility Sr. No.4 on page no. 03 of NIT	The bidder should have at least 05 (Five) light motor vehicles (04 Swift Dzire or equivalent and 01 Ertiga or equivalent), not older than 3 years, registered as taxi in Uttar Pradesh (UP), State Commercial Permit in his name or firm/company's name. Copy of the valid registration document (RC) as above should be uploaded along with the tender	The bidder should have at least 05 (Five) light motor vehicles (04 Swift Dzire or equivalent and 01 Ertiga or equivalent), not older than 3 years, registered as taxi in Uttar Pradesh (UP), State Commercial Permit in his name or firm/company's name. Copy of Valid registration document (RC)/ OR As an alternative to Registration Certificates (RCs), the bidder may submit receipts issued by authorised car-showroom showing booking of new Vehicle (s) of required class as mentioned above should be uploaded along with the tender. In this case, if such bidder is awarded the contract on the basis of Booking receipts of new vehicle (s). The bidder shall be bound to procure new vehicle (s) of requisite specifications and submit Copy of RC (s) and other documents for official records within 60 days from issue of LOI failing which the EMD/Performance Security shall be forfeited and the contract may be terminated and bidder may be blacklisted.

This issues with approval of the Competent Authority.

(Chief Administrative Officer)

Circulation: To be uploaded on portals of IIM Lucknow and NIC's eProcurement



भारतीय प्रबंध संस्थान लखनऊ

INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road, Lucknow – 226013

Tel. 0522-6696917, Fax: 0522 2734025

Website: www.iiml.ac.in

NIT No. IIML/PUR/TAXI SERVICES/20/2021-22

Date: 24/03/2022

Indian Institute of Management, Lucknow, an autonomous body under the Ministry of Human Resources Development, Government of India invites offers in prescribed BOQ from reputed vendors with the specifications in prescribed Performa. IIM LUCKNOW invites tender from reputed Manufacturers/Distributors/Dealers for “Providing taxi services at IIM Lucknow”.

IMPORTANT DATES	
Start date for submission of tender	25/03/2022
Last date for submission of tender	14/04/2022 up to 02 PM
Date and time for Opening of technical bid	15/04/2021 at 03 PM
Total Approx. Tender Value	Rs.30,00,000/- (Rupees Thirty Lakh only)
EMD	Rs.60,000/-
Venue for opening of Technical and Financial bids	Indian Institute of Management, Prabandh Nagar, IIM Road, Lucknow – 226 013 (U.P.)
Date of opening of financial bids will be intimated to the eligible vendors later on.	

E-tenders are invited for Providing taxi services at IIM Lucknow” for Indian Institute of Management, Lucknow. A free view NIT is available on Govt. E-Procurement portal, i.e. <https://eprocure.gov.in>. Interested Manufacturer /Distributor/ Dealer/ Vendors are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender document comprises of the technical and financial bid may be downloaded on acceptance of terms and conditions. The bid duly filled in shall 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 above. The credentials as listed below shall be uploaded online.

1. **Scope of work:**

The successful bidder, the bidder whom contract is awarded as result of this tender, will have provide transport services (basically Light Motor Vehicles – LMVs) on need basis at very short notice on terms and conditions provided in this tender document.

2. **Important Instructions for Bidders**

- (i) The bidder is advised to go through the eligibility criteria before filling the tender
- (ii) The Indian Institute of Management Lucknow invites the quotations in two bids system (Technical & Financial) for Providing Taxi Services.
- (iii) The details of terms and conditions are provided in this document.
- (iv) Tenderers/Bidders, who have downloaded the tender from the Govt. site, shall not tamper/modify the tender document including downloaded price bid (BOQ) template in any manner. In case, if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
- (v) All the Bidders shall have to enter Integrity pact (Annexure-III) with the procuring entity to abide by the integrity pact as per GFR rule no.175 as well as para 3.3 of Manual of Procurement of Goods 2017 and follow the code of integrity.
- (vi) Amendments to Bidding Documents: The Indian Institute of Management, Lucknow shall have the right to issue addendum to tender document to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated. Addendum so issued shall form part of original invitation to bid. Such addendum/ corrigendum shall only be uploaded on the websites, on which original tender document was uploaded. At any time before the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, can modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids on <http://eprocure.gov.in>
- (vii) A Bidder, who does not fulfil any of the above requirements and gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- (viii) It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above.
- (ix) IIM Lucknow reserves the right to reject any/all of the offers without assigning any reasons thereof. The bidders may seek clarification with this office from Monday to Friday between 0930hrs. to 1700hrs.) on 0522-6696282 or 6696917. The participating bidder has to bear the cost towards the submission of bid
- (x) The Bidder shall have no right to issue addendum to bid documents to clarify, amend, supplement or delete any of the conditions, clause or items stated therein.
- (xi) The bidder shall not be entitled to claim any cost charges, expenses incidental to or incurred by the Bidder through or in connection with the submission of the offer even though IIM Lucknow may elect to withdraw the invitation to bid should all invitation to bid be withdrawn or cancelled by IIML.
- (xii) In case the bidder withdraws his bid after submission or does not accept the offer / empanelment letter issued by IIML, the EMD paid by the Bidder with the bid will be forfeited and the bidder may be blacklisted / debarred from participation in the future tenders.
- (xiii) The Bidders are required to submit their bids only as per the format provided for that purpose attached with the bid documents as Part-A & Part-B separately. IIML shall not be responsible for rates quotes by bidders at any other place being missed out during bid opening. No representation in this is regard shall be entertained by IIML from such Bidder/Bidder.

3. **Bid submission process**

- (i) Bids should be uploaded on <http://eprocure.gov.in> using Digital Signature in two-bid system (Technical Bid and Financial Bid) in the enclosed Performa duly filled in and signed. Signature is not required on Financial Bid (excel format).
- (ii) No rate/ price should be mentioned in the Techno-Commercial/Technical bid. A separate excel file (Financial bid) has been made available on portal for submitting the rates / financial bids. The rates shall not be disclosed on the technical bid.
- (iii) Disclosure of rates with Technical bids will result in technical disqualification.

- (iv) Technical Bid should include following:
 - a. Filled, signed & stamped Technical Bid (form) with all necessary enclosures in support of bidders' eligibility.
 - b. All documents in support of the eligibility criteria mentioned in this tender document.
 - c. Details of EMD deposit (UTR Number and date of transaction) / details of valid exemption certificate
 - d. Declaration accepting the tender conditions & non-blacklisting of the bidder
 - e. Filled & signed Integrity pact (Annexure-III)

4. **Eligibility criteria:**

Bidders should meet the following eligibility criteria to qualify in the technical evaluation:

- (i) The bidding party should be a registered firm/company with valid GST Registration Number. (Copy of the valid GST Registration should be uploaded along with the tender.)
- (ii) The bidder should have at least 3 years' experience as on last date of publication of this tender (Upload any work order/ experience certificate/ agreement (issued/executed before 3 years on last date for submission of bids), which shows that the bidder has provided transport services (LMVs) to any reputed organization)
- (iii) The bidder should have at least 05 (Five) light motor vehicles (04 Swift Dzire or equivalent and 01 Ertiga or equivalent), not older than 3 years, registered as taxi in Uttar Pradesh (UP), State Commercial Permit in his name or firm/company's name. Copy of the valid registration document (RC) as above should be uploaded along with the tender.
- (iv) The average annual turnover of the company/firm during 3 financial years (2018-19, 2019-20 & 2020-21) should be minimum Rs.15.00 lakh. Copy of Balance-sheet/ Certificate from CA clearly indicating the turnover from the business should be uploaded.
- (v) The Firm shall have successfully completed the handling and operation of taxi services in reputed organizations and must meet one of the following conditions:
 - a) In last 3 years (In any one FY: 2020-21, 2019-20 & 2018-19), the bidder should have executed one contract with annual (financial year) billing of not less 80% of the estimated tender value.
OR
 - b) In last 3 years (FY: 2020-21, 2019-20 & 2018-19), the bidder should have executed 2 contracts with annual (Financial year) billing of not less 60% of the estimated tender value.
OR
 - c) In last 3 years (FY: 2020-21, 2019-20 & 2018-19), the bidder should have executed 3 contract with annual billing of not less 40% of the estimated tender value.
(Upload the certificate/ agreement) showing at least one existing contract.

5. **Disqualification:**

The proposal is liable to be disqualified in the following cases:

- (i) Proposal not submitted in accordance with this document
- (ii) During validity of the period, or its extended period, if any, the bidder submits request for increasing the quoted prices.
- (iii) Proposal is received in incomplete form.
- (iv) Proposal is received after due date and time.
- (v) Proposal is not accompanied by all requisite documents. The bidder shall not make any changes in the downloaded tender document. In case any such changes made by bidder, the bid shall be rejected without any intimation.
- (vi) 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.
- (vii) If quotation is received without EMD or valid certificate for exemption (NISC/MSME – only for service category for which tender is floated)
- (viii) The financial bid/ BoQ must not be enclosed /uploaded with Technical bid. Disclosure of rates in Technical bid will result in Technical Disqualification.

6. **Validity of Bid:** The Bid shall remain valid for acceptance for 120 days after the date of Bid opening as prescribed in the Bid Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. The participating bidders may be requested to extend the bid validity, if need arises.

7. **Contract Period:** The initial contract period would be one year from issue of the empanelment letter. This contract period may be extended for a period of another 2 years on yearly basis on mutual consent of both the parties and on same rate, terms & conditions. The contract can be terminated by either party with an advance notice of 3 months in writing. However, in case there are serious problems with supplies the contractor / successful bidder i.e. quality of services or delay or any other reason, the Institute has unfettered right hereunder to terminate the contract at any time without assigning any reason whatsoever. The jurisdiction for dispute (s), if any, shall be Lucknow.

8. **Earnest Deposit Money:** Bidders are required to deposit an amount mentioned on first page of the tender document. 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. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificate.

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

EMD of all unsuccessful bidders will be returned after finalization of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Security Deposit. In case, the bidders provide false or misleading information or make changes in the downloaded document or provide forged document or hide facts relevant to tender / bidder, EMD of such bidder may be forfeited. Such action can be taken at any stage of the bidding process i.e. during or after process

9. **Performance Security Deposit:** On issue of the work order for Providing taxi services at IIM Lucknow” at Indian Institute of Management Lucknow, the successful bidder shall Deposit Security for Rs. 3,00,000/- (Rupees Three Lakh only) in the form of DD/FD/BG from any scheduled bank in favour of ‘Indian Institute of Management Lucknow’ payable at Lucknow. The validity of FDR/ BG shall be equal or more than the period of contract plus 60 days. This Security Deposit may, at the option of the IIM Lucknow be forfeited in the event of the contractor’s failure to fulfil any of the obligations under the contract / agreement. The security deposit shall be refunded by IIM Lucknow to the contractor after 60 days of the expiry or termination of the contract. The security deposit shall not carry any interest. It is distinctly understood that the IIM Lucknow shall be entitled to appropriate all dues and/or expenses that will be due and payable by the contractor to IIM Lucknow under the items hereof, and/or result of IIM Lucknow suffering or incurring any damages and/or extra expenses by employing any services to IIM Lucknow consequent to the failure of the contractor to discharge the said services and/or any part or parts thereof to the satisfaction of IIM Lucknow without prejudice to its right against the contractor for damages under the Law, and that shall be recovered from contractor’s monthly bill and/or security deposits.

10. **THE RATES ARE REQUIRED TO BE QUOTED ON THE FOLLOWING TERMS AND CONDITIONS, OBLIGATION OF THE SUCCESSFUL BIDDER AND GENERAL TERMS & CONDITIONS:**

- (i) The successful bidder has to designate a dedicated person for IIM Lucknow. He/she should be in IIM Lucknow, Transport Department from 9 AM to 6 PM for 6 days in a week, who would handle institute routine bookings as a single point contact. Institute may give the booking through phone or email.
- (ii) In all cases, where pickup is from IIM Lucknow or nearby (radius of 4 KMs), the ‘Kilometers run’ will be counted from IIML Campus (main gate) and in case drop is at a place other than the pickup point, the distance from drop point to IIM Lucknow will be added to ‘Kilometer run’. This clause will not be applicable for pick-up & drop services for Airports & Railway Stations.
- (iii) In all cases, where pickup is from other than IIM Lucknow or nearby areas, the distance from the garage (declared by the bidder in the Technical Bid) to pick point will be added to ‘Kilometer Run’ and in case drop is at a place other than the pickup point, the distance from drop point to declared garage will also be added to ‘Kilometer run’. This clause will not be applicable for pick-up & drop services for Airports & Railway Stations.

- (iv) Night halt charges will be applicable (in all the cases) from 10:00 PM to 6:00 AM as per reporting time.
- (v) Sub-contracting to other vendors or individuals is allowed subject to the condition that any vehicle provided to the Institute shall not be older than 03 Years + contract period and meets all tender requirement. For example, 1st contract year up to 04 years, 2nd contract year up to 05 years and so on. In case of Corolla and Honda City relaxation of 02 years may be given. However, the responsibility for successful execution of work/ booking would be of the successful vendor and any failure will attract severe penalty as deemed fit by the Competent Authority.
- (vi) The rates quoted and as accepted by IIM Lucknow shall remain fixed during the period of the contract in all circumstances.
- (vii) Toll, parking and Ferry charges etc. will be paid extra on actual by IIM Lucknow against documentary proof/bills only.
- (viii) It shall be the bidders' responsibility to ensure that all the statutory obligations, such as those obtaining and prevailing from time to time, under the various statutory enactments, such as Minimum Wages Act, industrial Disputes Act, Workman's compensation act, Provident Fund act, ESI Scheme, contract labour (Regulation & Abolition) Act, Gratuity Act, Bonus, Child Labour Act, Trade Tax, GST are all complied with by them in full and none of their employed or any person hired by them shall have any privity with Institute.
- (ix) The driver should be available in his vehicle all the time and should leave his vehicle only after obtaining specific permission from the user, if required.
- (x) Drunken (alcoholic) driving or misbehavior may lead to termination of the contract or penalty decided by the competent authority.
- (xi) The firm/Bidder should have valid GST Number.
- (xii) The Institute reserves the right to empanel more than one agency at a time. In case more than one agency is empanelled, the business among empanelled bidders will be distributed based on inputs from the users (Decision of the Institute shall be final & binding in this regard).
- (xiii) The Firm/Bidder should provide a landline/mobile number and e-mail ID on which he or his representative can be contacted any time (24x7 Hrs).
- (xiv) All the vehicles supplied to IIM Lucknow Campus shall fully comply with vehicle fitness requirements in the State, and all provisions of the Motor Vehicles Act, 2019 and rules made there under including other instructions/requirements issued/specified from time to time. The vehicles should be in excellent condition and well-furnished and should be the new models, not more than 3 years old (from the date of registration) on the date of entering into the rate contract. The vehicles should be fitted with proper upholstery and accessories etc.
- (xv) The Bidder shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair & maintenance etc. of the vehicles. The Institute shall not be responsible for repair and maintenance of vehicles including consumables. The Institute will not bear any other charges. The salary of Driver and other costs of the vehicles shall also be borne by the bidder. In case of vehicles fitted with CNG/LPG, only Company fitted CNG/LPG Gas kits are allowed.
- (xvi) The drivers should strictly follow all the Traffic Rules and Regulations as prescribed by the Govt. Authorities. The Institute will not be responsible for the reimbursement of any charges, charged by Govt. Authorities for violation of any traffic rules and regulations. The Institute will not be responsible for any challan, loss, damage, or accident of the vehicle or injury.
- (xvii) The driver/ staff deployed by the Bidder for driving the vehicles should hold valid commercial driving license and be fit physically and mentally. Medical Fitness certificate for all such staff appointed pursuant to this Tender should be provided at the time of award of tender. The drivers provided should have at least 3years of prior commercial driving experience.
- (xviii) The Bidder shall obtain adequate insurance cover for the vehicle, his staff and all bonafide passengers of the vehicle supplied pursuant to this tender. Further, the bidder shall be responsible for all injuries and accidents to such staff and bonafide passengers including such injuries and accidents which may arise or occur to his employees and/ or the bonafide passengers during the course of performance of the Bidder's obligations pursuant to this tender.
- (xix) The vehicles sent for services should be kept neat and clean, both inside and outside. Cleanliness of vehicles must be properly maintained. In no case, the driver should be allowed to smoke while driving the vehicles. No other person except the driver shall be permitted in the vehicle while transporting the guests.
- (xx) The contractor will ensure that all necessary documents (Registration Certificate, Valid Insurance, Permit, Pollution Control Certificate etc.) are in the personal custody of the respective driver of the vehicle.

- (xxi) No deviation shall be entertained during the course of any specific duty/tour, and agency should be able to provide all documentation, required support to car/driver on duty, replacement of car/driver as and when required in the case of unforeseen circumstances or breakdown only. The duty shall have to be completed to the satisfaction of the passengers/user/guest.
- (xxii) The drivers must observe discipline, etiquette and protocol while performing the duty. They should be in proper uniform and carry a mobile phone in working condition, for which this Institute will not pay separate charges. They should maintain contact at all times required, and report as per the requirements of the Institute. The driver should not use his mobile at the time of driving. However, if there is emergency call from Transport Section of the Institute, the driver shall seek permission of the user to stop the car and then pick the call. The driver must display a placard of user's / guest's name at the time receiving of the guest at railway station/airport/any other specified place.
- (xxiii) Toll tax and parking charges, GST shall be reimbursed by the Institute against the production of original documentary evidences along with the bill. In addition, charges of mineral water bottle & newspaper shall also be reimbursed by the institute, whenever such instructions are given by the Transport Section of the Institute. The driver shall inform the VIP Guest/User of the same while receiving him/her.
- (xxiv) The successful bidder has to provide the name of driver, contact details etc at least 03 hours prior to the scheduled pickup/drop to the user/guest through email or SMS for which institute will provide the contact number of guest/user.
- (xxv) The successful bidder has to keep a duty slip cum feedback form (in consultation with Transport Deptt. IIML) for the user/guest. On the basis of entries on the log book (maintained by successful bidder), IIML shall release the payment on production of bill & duty slip cum feedback form. The successful bidder should abide by all the instructions given by the institute or its representative.
- (xxvi) The successful bidder shall be responsible for the drivers' food etc while on institute's duty.
- (xxvii) The successful bidder shall assure that drivers on duty possess valid Indian commercial driving license.
- (xxviii) In case of accident, any compensation claims arising out of such accident shall be made by the bidder in accordance with the law, which is in force, to each, affected person or their legal heirs depending upon the merits of each individual case. All liabilities, arising out of any legal dispute, accidents, breakdown etc. shall be borne/paid by the Bidder. He would also indemnify the Institute for any loss, damage of property or life arising out of negligence of driver or poor maintenance of vehicle.
- (xxix) The driver should always remain with the vehicle during entire period of duty. In case of any urgency, the driver may seek permission of the user /Institute.
- (xxx) The successful bidder should bear all the legal and other costs in case of any accident. Compensation & connected expenses, whatsoever, in case of any casualty (unforeseen) shall be borne/paid by the Bidder/Bidder.
- (xxxi) In case of breakdown of hired taxi/vehicle, an alternative arrangement shall be made by the successful bidder immediately within one hour, failing which the user will be free to hire another vehicle from other contractor at the cost of the successful bidder. In addition to this, the successful bidder will be liable for suitable penalty.
- (xxxii) Vehicle should be filled with sufficient fuel.
- (xxxiii) The driver of the vehicle must have all the valid documents in his possession all the times, while plying the vehicle.
- (xxxiv) The vehicle should be defect free and proper hygienic condition keeping in view – COVID 19.
- (xxxv) The driver should not be minor (less than age of 18 years), well-behaved, equipped with a mobile phone and should be available on call for the user/guest.
- (xxxvi) The driver engaged should be broadly aware of the major routes and places of Lucknow and Uttar Pradesh.
- (xxxvii) Driver should be in decent dress, proper shave and haircut. Drivers should not have any criminal case (records) against him. The bidder are required to submit a Certificate in this regard. The successful bidder has to obtain police verification for all the drivers deputed to the Institute duty. The Institute may ask him a copy of police verification report, any time during the contract period.
- (xxxviii) All vehicles provided for the duty should have valid commercial license. Vehicle details such as a copy of Registration certificate/Insurance Papers, PUC, permits etc. shall be given to the IIM Lucknow. Campus within seven days after acceptance of work order.
- (xxxix) Overwriting in billing & Duty Slip etc. is not acceptable.

11. **OBLIGATION OF IIM LUCKNOW**

- (i) The Bidder shall submit the monthly bill along with all the duty slip cum feedback form and a softcopy of bill/s summary sheet/s in excel/spreadsheet format to IIM Lucknow for payment within 1st week of the month. The payment would be made within 15 working days on receipt of the bill with all necessary enclosures. All Payments will be made electronically through NEFT/RTGS, and therefore the successful bidder / firm will be required to submit the bank details while raising the bill(s) (Name of firm, Name of Bank, Account Number, Name of branch and code & IFS code) and against the bill in duplicate with necessary enclosures.
- (ii) The estimated annual billing is mentioned on the first page of this document. However, this is not a guarantee and the billing amount may vary. The estimated billing amount is mentioned to arrive at EMD and Security Deposit amount only.

12. **PENALTY:**

- (i) In case the vendor denies to book vehicle as per request of the Institute, a penalty of an amount Rs. 2,000/- for each instance plus the difference charges (if the charges are more than ARC rate) payable for making alternative arrangement from open market.
- (ii) If the vendor's driver fails to report for duty on place, date & time provided by the Institute at the time of booking, a penalty of Rs. 3,000/- for each instance plus the difference charges (if the charges are more than ARC rate) payable for making alternative arrangement from open market.
- (iii) In case of any violation/proved complaint against Bidder, a penalty amounting to Rs. 1,800/- (Rupees One Thousand Eight Hundred only) will be imposed for each event and deducted from the monthly bill.
- (iv) Penalty on the basis of Duty Slip Cum Feedback Form will be calculated on the basis of each poor parameter i.e. $(1800 \div \text{Number of Parameters} \div 02)$.
- (v) In case there is no improvement after repeated penalty, the Institute may take stringent action on the vendor, which may include termination of the contract, forfeiture of security deposit, black-listing of vendor etc.

13. **OTHER TERMS & CONDITIONS:**

- (i) **Force Majeure Clause:** 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.
- (ii) **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 this tender document 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** The purchaser reserves the right to accept or reject lowest or any offers in whole or in part without assigning any reason.
- (iii) **Forfeiture of Performance Security/Security Deposit:**
 - a) Non-execution of assigned duty in accordance with the contract conditions.
 - b) Stops the execution of providing vehicles without giving prior information to the IIM.

- c) Commits breach of any of the provisions of the contract.
- d) Conditional acceptance of the work order differ from the tenders shall not be considered.
- e) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
- f) In case the agency fails to execute the assigned work in time-frame manner. The institute reserves the right to have the work completed alternatively at the contractor's risk and expenses without any further notice to him. The contractor will have no claim for compensation for any loss, which he suffers in case of default of the contracted terms. In case of any default by the contractor, his security deposit will be forfeited.

(iv) **Debarred/Blacklisting of bidder:**

- a) In case the bidder withdraws his bid after last date for submission of bid or does not accept the work order on award of work, the bidder (s) may be debarred / blacklisted.
- b) In case the bidder provides false or misleading information in the bid or encloses forged / fake documents with the bid the bidder (s) will be debarred / blacklisted.
- c) Any attempt to cheat or hiding of material facts related to the information sought in the Technical bid will lead to disqualification and the bidder will be debarred/blacklisted.

9. DETAILS OF PAST EXPERIENCE (to be filled by bidder on letter head)

The bidder should have at least 3 years' experience as on last date of publication of this tender. The Firm shall have successfully completed the handling and operation of taxi services in reputed organizations and must meet one of the following conditions:

In last 3 years, the bidder should have executed one contract with annual billing of not less 80% of the estimated tender value **OR** 2 contracts with annual billing of not less 60% of the estimated tender value **OR** 3 contract with annual billing of not less 40% of the estimated tender value.

(Upload the certificate/ agreement showing the following details)

S. NO.	Name of the Client for taxi / transport (LMV) services of the Bidder with Address / contact number	Contract from	Contract upto	Annual Billing (Financial year wise) (In Rs.)	If the contract is over/ terminated (Write Brief reasons)	Copy of work order/ completion certificate/ agreement is uploaded at page no.
01						Page No. _____
02						Page No. _____
03						Page No. _____
04						Page No. _____

I agree to have read and furnish/abide by **Notice Tender** and **GENERAL AND SPECIFIC TERMS AND CONDITIONS.**

I agree to all the terms and conditions mentioned in this Tender Document, I agree that all the information given above are true to my knowledge and belief, any false information given therein shall render me disqualified and my contract may be terminated on account of that.

Signature of bidder/representative

Place :

Dated :

PART-B
(Financial Bid)

(DON'T ENCLOSED FILLED RATES WITH TECHNICAL-BID. DISCLOSING OF RATES WITH TECHNICAL BID WILL RESULT IN TECHNICALLY DISQUALIFICATION OF THE BID. SEPARATE EXCEL SHEET FOR UPLOADING IS AVAILABLE ON CPP PORTAL)

- i. In all cases, where pickup is from IIM Lucknow or nearby (radius of 4 KMs from IIML), the 'Kilometers run' will be counted from IIML Campus (main gate) and in case drop is at a place other than the pickup point, the distance from drop point to IIM Lucknow will be added to 'Kilometer run'.
- ii. In cases, where pick is from other than IIM Lucknow or nearby areas, the distance from the garage (declared by the bidder in the Technical Bid) to pick point will be added to 'Kilometer Run' and in case drop is at a place other than the pickup point, the distance from drop point to declared garage will also be added to 'Kilometer run'. This clause will not be applicable for pick-up & drop services for Airports & Railway Stations.
- iii. Night Charges Time from 10:00 P.M. to 6:00 A.M. as per reporting time provided by Transport Department is applicable in all the cases
- iv. Rates should be quoted for AC vehicles only.
- v. Comparative chart will be made purely on rate quoted by Bidder/Bidder for the distance given in below proforma. Therefore, please quote your rate accordingly.
- vi. **Swift Dzire or equivalent and Ertiga or equivalent are frequently used vehicle**

Sl. No.	Details for Destination	Vehicle Name	Rate (Rs.)	Rate in Words (Rs.)
01	PICK-UP from Airport and DROP at IIM Lucknow Campus (PICK-UP & DROP - IIML or nearby (radius of 4 KMs from IIML), fixed charges will only be applicable)	SWIFT DZIRE or Equivalent		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		INNOVA CRYSTA		
		HONDACITY		
		TOYOTA CORROLA		
02	PICK-UP from IIM Lucknow Campus and DROP at Airport (PICK-UP & DROP - IIML or nearby (radius of 4 KMs from IIML), fixed charges will only be applicable)	SWIFT DZIRE or Equivalent		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		INNOVA CRYSTA		
		HONDACITY		
		TOYOTA CORROLA		
03	PICK-UP from Railway Station and DROP at IIM Lucknow Campus (PICK-UP & DROP - IIML or nearby (radius of 4 KMs from IIML), fixed charges will only be applicable)	SWIFT DZIRE or Equivalent		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		INNOVA CRYSTA		
		HONDACITY		
		TOYOTA CORROLA		
04	PICK-UP from IIM Lucknow Campus and DROP at Railway Station (PICK-UP & DROP - IIML or nearby (radius of 4 KMs from IIML), fixed charges will only be applicable)	SWIFT DZIRE or Equivalent		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		INNOVA CRYSTA		
		HONDACITY		
		TOYOTA CORROLA		
05	Half day -4 hours, 40 Kms (If vehicle is used for more than 4 hours, then it may treated as full day)	SWIFT DZIRE or Equivalent		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		INNOVA CRYSTA		
		HONDACITY		
		TOYOTA CORROLA		
		TATA MAGIC		
	Full day - 8 hours, 80 KMs	SWIFT DZIRE or Equivalent		

06		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		INNOVA CRYSTA		
		HONDACITY		
		TOYOTA CORROLA		
		TATA MAGIC		
07	Additional charges for each extra KM	SWIFT DZIRE or Equivalent		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		INNOVA CRYSTA		
		HONDACITY		
		TOYOTA CORROLA		
08	Additional charge for each extra hour	TATA MAGIC		
		SWIFT DZIRE or Equivalent		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		INNOVA CRYSTA		
		HONDACITY		
09	Outstation charges per Day <ul style="list-style-type: none"> The vehicle will be used for minimum 200 Kms per day (i.e. 24 hours counted from reporting time as provided by Transport Department. Proportionate charges (Extra Kms above 200 and extra hours) or next day whichever is cost effective to the institute. 	TOYOTA CORROLA		
		HONDACITY		
		INNOVA CRYSTA		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
		SWIFT DZIRE or Equivalent		
10	<u>NIGHT CHARGES. (From 10:00 pm to 6:00 am as per reporting time) WILL BE APPLICABLE IN ALL THE CASES FOR THE FOLLOWING VEHICLES BOOKING.</u>			
		TOYOTA CORROLA		
		HONDACITY		
		INNOVA CRYSTA		
		ERTIGA (6+1 SEATER) OR EQUIVALENT		
11	Guide Charges per day			
12	Parking Charges, Toll Tax & GST is to be paid extra			

NOTE:

1. The bidder quoting the lowest rate will be considered for empanelment. However, the Institute reserves the right to empanel more bidders on rate quoted by the Lowest bidder.
2. In case, 2 or more bidders quote the same rate under all categories, the bidder with higher turnover will be treated as Lowest Bidder.
3. In case, a bidder has quoted the lowest rates under certain categories whereas another bidder has quoted lowest rates in certain other categories. In that case, the quoted rates quoted for all categories will be added together and the total addition will decide the Lowest Bidder.
4. Equivalent vehicle list must be declared by the bidder at the time of submitting quotation.

I hereby declare that I have understood and agreed to all the terms & conditions of the tender document. All information provided by me as part of my bid against this NIT are true to the best of my knowledge & belief. I also understand that my EMD and Security Deposit will be forfeited and my firm may be debarred/blacklisted, if any information or document submitted by me/us against this NIT, is found to be false. Further I also understand that in case I / we are declared to be the successful bidder and on award of empanelment, I/we don't accept the same, our EMD will be forfeited and my/our firm may be debarred / blacklisted.

Place :.....

SIGNATURE OF BIDDER WITH STAMP

Dated :.....

Annexure-I

(ON LETTER HEAD OF THE BIDDER) UNDERTAKING

With respect my/our bid submitted against NIT No. **IIML/PUR/TAXI SERVICES/20/2021-22** dated 24/03/2022, I / We _____ Partner / Sole Proprietor (Strike out which is not applicable) of (Name & Address of Firm) _____to hereby declare and solemnly affirm:-

- a) That the individual/ firm/ Agency is /are not debarred or black-listed by any department of the Union Govt./State Government or any Autonomous Institute.
- b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt. or Autonomous Institute.
- d) That the terms and conditions for "Providing Taxi Services at IIML" is acceptable to me/ us. I/We will abide by them in Letter and spirit.
- e) That I/ We will provide Taxi Services the stipulated period.
- f) That no partner or shareholder, directly or indirectly is connected/related to any employee working in the IIM Lucknow.

I/ We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein. We understand that in case the information provided by us found to be false/ incomplete at any stage, our bid / empanelment will be liable to be cancelled / terminated and attract appropriate action.

Date: _____

Place: _____

STAMP & SIGNATURE OF THE BIDDER

Annexure-III

Integrity Pact

(If stipulated in TIS)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for Tender Document No. IIML/PUR/TAXI SERVICES/20/2021-22

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202_ at _____, India.

BETWEEN

Procuring Organization, *Indian Institute of Management Lucknow* through the Chief Administrative Officer, Indian Institute of Management Lucknow, for and on behalf of Director, IIM Lucknow (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for Providing of Taxi Services, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

- 1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal shall exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- 5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Lucknow.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Principal

Chief Administrative Officer
IIM Lucknow
For and on behalf of 'Institute'

(Name of the Officer and Designation)
(Office Seal)
For and on behalf of the Principal

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)