



**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**  
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Home Page: <http://www.iimcal.ac.in>

## **TENDER DOCUMENT**

Tender No: NIT/IIMC/Transport/42/2020-21 Dated February 5, 2021

**Empanelment of Transport Service Providers for hiring of vehicles at IIM Calcutta**

**NOTICE INVITING TENDER**

**Tender for “Empanelment of Transport Service Providers for hiring of vehicles at IIM Calcutta for a period of two years”.**

E-Tenders are invited by Indian Institute of Management Calcutta (hereinafter referred to as “IIMC”) under Two-Bid System i.e. **Technical Bid and Financial Bid** from eligible Service providers/Vendors/Suppliers/Agencies/Firms/Companies for Empanelment of Transport Service Providers for hiring of vehicles at IIM Calcutta for a period of two years.

Sl. No.	Name of Work	Tender Fee	Earnest Money	Duration of contract
A.	Empanelment of Transport Service Providers for hiring of vehicles at IIM Calcutta for a period of two years	Rs.1000/- GST as applicable	Rs.50000/-	2 years

The detailed scope of work is given in the tender documents.

Time schedule of tender activities:

- Date & Time for submission of Tender Documents: from February 5, 2021 17:00 to February 25, 2021 up to 14.00 hrs.
- Date & Time of Opening of Technical Bid: On February 26, 2021 at 14:15 Hrs
- Commencement Date of empanelment: April 1, 2021.
- Validity of Bids: 90 days from the date of opening of Financial Bid.

Tender documents comprising the following:

Volume –I:

- a) Notice Inviting Tender

Volume –II:

- a) Price Bid for Empanelment

IIM Calcutta reserves the right to reject any or all tenders without assigning any reason thereof.

Tender is uploaded in CPP portal dated February 5, 2021.

The Bidders have to submit the Application Fee of Rs.1000/- + GST as applicable and Earnest Money Deposit (EMD) amounting to Rs.50,000/- by Demand Draft each drawn in favour of Indian Institute of Management Calcutta and payable at Kolkata, and other requisite documents in the Office of the Senior Administrative Officer (Purchase) located in Administrative Building, (Ground floor), Indian Institute of Management Calcutta, D.H. Road, Joka, Kolkatta-700104 by 2.00 P.M. on February 25, 2021.

**Procedure for submission of Bids**

1. Help for bidders, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public procurement Portal. [<https://eprocure.gov.in/eprocure/app>]
2. It is mandatory for all the bidders to have a valid Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency

(Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-Procurement of IIM CALCUTTA.

3. It is mandatory for the bidders to get their firm /company registered with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password.
4. Tender documents will be available online on website <https://eprocure.gov.in/eprocure/app> which can be downloaded.
5. Bidders may download and refer the "Instructions for Online Bid Submission" from (<https://eprocure.gov.in/eprocure/app>).
6. The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid".
7. Bill of Quantities with rates duly filled in is to be submitted in the format provided online in the name of "Price Bid". Hence, physical submission of the documents is limited to submission of original Earnest Money and Tender document fee. Deposit in the form of Demand Draft as per provision given in NIT.
8. Representative of the bidder, who chooses to attend, may attend the online opening of the technical bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the signed letter of authority issued in his name by the bidder on his letter head.
9. Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> ("Server System Clock Time") shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.
10. The bidders are advised to submit their e-bids well before the e-bid due date. IIM CALCUTTA shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
11. The Technical and Price Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line". The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in .pdf file format.
12. Any tender received without original Earnest Money and Tender document fee in the form as specified in NIT shall not be accepted/considered and shall be summarily rejected.
13. Physical submission of the documents is to be as per the following in one envelop only
  - i. Original Demand Draft for Tender document fee.
  - ii) Original Demand Draft for Earnest Money Deposit.

### **1. Scope of Work :**

The scope of work covers empanelment of agencies for hiring of vehicles and finalizing rates of different category of vehicles for IIM Calcutta to travel within Kolkata & suburbs as and when required and as per terms & conditions of the tender. The estimated business value of the work for empanelment is Rs.25 lakhs per annum.

The agency shall provide AC/Non-AC vehicles duly registered in Kolkata and must not be more than 5 years old at any point of time and comply to emission norm of Bharat Stage IV/VI (Euro IV/VI) of the following categories:

**Tata Indigo, Swift Desire and Innova.**

### **2. Bid Validity:**

All the bids must be valid for a period of ninety (90) days from the date of tender opening.

### **3. Earnest Money Deposit:**

The bid must be accompanied with an EMD of Rs.50,000/- in the form DD in favour of Indian Institute of Management Calcutta and payable at Kolkata. The EMD of empanelled bidders will be kept as Performance Security Deposit till the period of empanelment plus three months. EMD of rest bidders will be released within 30 working days from the date of finalisation of empanelment without any interest.

### **4. Duration of Empanelment:**

At the initial stage, the empanelment for hiring of vehicles shall be awarded for a period two years, extendable for a further period of one year based on the satisfactory performance of the agency and acceptance of the same terms & conditions. However, it will be obligatory on the part of Agency to continue to work at the rates prevailing on the last date of the empanelment even beyond empanelment period for at least 3 (three) months or till the new empanelment is finalized, whichever is earlier.

### **5. Terms and Conditions:**

- (i) Conditional tenders will not be accepted and will be summarily rejected.
- (ii) The IIM-Calcutta's offer of the contract to the agency so empanelled would need to be accepted within 7(seven) days from the date of issue of the offer. Failure to accept the offer within this period will result in cancellation of the offer.
- (iii) The agencies should quote one price for each type of vehicle specified in BOQ. The price bid not submitted in the format specified in the BOQ will not be accepted & the application will be rejected.
- (iv) It may please be noted that while booking the car, the car agency has to honour it's commitment and provide the cars to IIM-Calcutta. In case, the agency is not in a position to provide the car, it will be viewed seriously and the contract with such agency will be terminated immediately due to the agency not able to provide the car to IIM-Calcutta.
- (v) The agency shall have all necessary mandatory approvals/certificates/ registration, etc. All the vehicles to be supplied to IIM-Calcutta will be registered as Commercial/Tourist vehicles and shall have comprehensive insurance cover with adequate clause to cover the passenger for injuries/death and all matters related to insurance will be settled by the agency. In no case vehicle, which is not registered for commercial purpose, shall be supplied to IIM-Calcutta.

- (vi) In case, any information / document is (are) found to be false or incorrect at a larger stage also it shall invite immediate disqualification/termination of the agency contract from empanelment. EMD in such cases will be forfeited. The original document may be verified / scrutinized during the tendering process.
- (vii) The vehicle should be in good condition and should be well maintained, properly cleaned inside and outside and in good hygienic condition.
- (viii) The drivers shall have a valid driving license and should be well behaved, in proper uniform with identity card indicating their name and name of the agency while on duty and shall carry common mobile phone (at the cost of agency) with them. The agency shall change the driver on receipt of complaints from the IIM-Calcutta, if any.
- (ix) The drivers shall not enter the office premises / floor of IIM-Calcutta for any other reasons except for attending to the services of the faculty members/officers/staff to whom the agency's car is allotted for services.
- (x) Any damages/repairs of the vehicle shall be borne by the agency.
- (xi) Tax at source, shall be deducted at the rates applicable from time to time from the bill amounts payable to the agency.
- (xii) The IIM-Calcutta reserves the right to terminate the contract of empanelment at any time without any notice or assigning any reason therefore. Dues on pro-rata/mileage basis will be settled till the date of terminated contract and the decision of the IIM-Calcutta in this regard is final.
- (xiii) In case, the vehicle is withdrawn for maintenance, repairs, breakdown, etc., a substitute of same variant vehicle in very good condition should be provided.
- (xiv) Payment Terms- Monthly bills shall be submitted to the authority specified in the contract. Parking charges shall be reimbursed on actual basis subject to the production of parking receipts (original).
- (xv) The successful bidder/s shall accept the offer along with the terms & conditions stipulated by the IIM-Calcutta in writing.
- (xvi) In the event of the IIM-Calcutta requiring more number of vehicles, the agency should be in a position to meet the additional requirement and prepared to supply the cars at the rates quoted now.
- (xvii) The agency shall provide the vehicle at IIM Calcutta, Joka as per requirement or at any other place intimated to the agency for travel in Kolkata or its suburbs. The maximum dead mileage allowed towards to & fro journey from garage to the place of duty will be 10 (ten) Kms or actual whichever is less.
- (xviii) A log book/Duty Slip as per the standard of industry has to be maintained for every vehicle/duty provided by the vehicle hire agency recording the opening/closing kms., time and location of trip. It shall be the responsibility of the hiring agency to obtain the signatures of the guest/passenger at the end of every trip. Such documents must be attached to every bill tendered for settlement.
- (xix) The vehicles are required as per necessity from the date of issue of the work order. The contract vehicles are to be used official(s) of the Institute and Institute works only.

- (xx) The duty hours and kilo-meters will be calculated from the reporting time to releasing time of the vehicle on each day. Extra run of 15 minutes for reporting and 15 minutes for garaging may be entertained. The Bill to be prepared on the basis of engagement of the car Day & Time/Km/Hr. figures written in the report release column of the Duty Slip. The payment of hired vehicles will be made on monthly basis.
- (xxi) The Log Book or Duty Slip is to be maintained by the agency as per proforma to be specified by the Transport Department, which is to be acknowledged by the controlling officer. In case of loss of the said Log-Book or Duty Slip, the controlling officer's decision regarding payment will be final.
- (xxii) The courtesy and good behaviour on the part of the driver is important. Discourteous or careless driver shall be replaced on demand by the Institute.
- (xxiii) The Agency is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accident or any other unforeseen happening. In case, the vehicle is withdrawn for maintenance /repair/ breakdown, a substitute vehicle should be provided forthwith.
- (xxiv) The controlling officer of this Institute to whom the vehicle shall essentially report is empowered to return the vehicle, if he feels that it is not worth traveling and no payment will be made for the said day. Moreover, no payment will be made on the day, if the transport agency fails to render service in time for the day.
- (xxv) In case of emergency i.e. breakdown en-route, agency shall have to arrange for alternate vehicle for escorting persons and materials.
- (xxvi) **Liability of the Agency:** When the Institute engages vehicles, all liabilities in respect of the vehicles and the drivers including accident to the vehicle, injury to driver and the passengers travelling in vehicle or to pedestrians, theft and other passing vehicles shall rest with the agency. The hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
- (xxvii) The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws or regulations shall be deemed to be breach of this contract if not adhered to.
- (xxviii) The agency shall assign the job of driving of hired vehicles only to qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the users. The essential spares are to be stored in the vehicle for trouble free driving. IIM Calcutta shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant section of IPC and any loss caused to IIM Calcutta will have to be suitably compensated by the agency.
- (xxix) The cost of lubricants, repairs, maintenance, taxes, insurance, etc. will be the agency's liability.
- (xxx) IIM Calcutta will reimburse toll tax, parking charge etc., wherever incurred on submission of original receipt.
- (xxxi) The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per IIM Calcutta's requirement with proper pollution check and valid pollution certificate.

- (xxxii) The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings/accessories like radio cassette player etc. for maximum comfort of passengers.
- (xxxiii) Drivers of vehicles must be provided and maintain mobile phones. No extra charges would be paid by IIM Calcutta for the same.
- (xxxiv) In case of break down/servicing/repair, the agency shall provide alternate vehicle of same Make and model, failing which vehicle shall be hired from any other source/sources at the risk and cost of the Agency.
- (xxxiv) The maintenance cost, charges of fuel (petrol/diesel), road tax, permit fee, passenger Tax, Border Tax, Challans, salary of the driver, the overtime etc. are the responsibility of the agency and should be paid by the agency. Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.
- (xxxv) The Vehicle sent to IIM Calcutta office on requisition must have all relevant documents like Registration Book/Driving license/ Insurance/Road Tax Receipt/Permit fee/pollution certificates/mobile phone etc. The vehicle should be licensed and shall conform to all Govt. rules and regulation being in force from time to time.
- (xxxvi) The Institute shall have absolutely no responsibility to pay any compensation for any accident occurred to any person/representative of the Agency during his/their to and fro journey and or while attending to the services of the Institute and no other charges whatsoever shall be payable by the Institute to the Agency.
- (xxxvii) The Institute shall have the liberty to enter into similar contract of empanelment with any other agency engaged in vehicle hiring services parallelly without making any reference subject to fulfilment of the Terms & Conditions of this tender.
- (xxxviii) Rates should be in Indian Rupees only. Rates quoted must be firm and final and shall remain constant throughout the period of the empanelment/extended period of empanelment and shall not be subject to any upward revisions whatsoever. Rates should include all charges applicable for the services being offered. Service Tax shall be paid extra as per the government orders from time to time. Parking charges and toll tax will also be paid extra on production of proof.
- (xxxix) During the period of empanelment/extended empanelment, if the rates of fuel go up on account of the policies of the government, IIM-Calcutta may consider upward revision of the hiring charges to the tune such hike in fuel charges effect the operating costs. IIM-Calcutta's decision will be final and binding in this regard. The empanelment of the agency/agencies refusing to accept IIM-Calcutta's decision will be cancelled and Security Deposit will be forfeited.
- (xxxx) The IIM-Calcutta reserves the right to reject any or all the bids or cancel the Tender, if number of agencies available to be empanelled at their rate is insufficient to meet the requirement. The IIM-Calcutta reserves the right to reject all bids or cancel the Tender without assigning any reason whatsoever. The IIM-Calcutta also reserves the right to reissue / recommence the tender process. Any decision of the IIM-Calcutta in this regard shall be final, conclusive and binding on the agencies.
- (xxxxi) If for any reason whatsoever, the empaneled bidders fails to provide the required vehicle as requisitioned, the same shall be treated as breach of contract on the part of the agency/agencies

and under such circumstances, IIM Calcutta will have full right to make substitute arrangement at the risk and cost of the selected agency/agencies. IIM Calcutta will have full authority to recover the additional cost, if any, over the quoted rate submitted by the agency from their respective bills or the security deposit retained by IIM Calcutta against the empanelment.

#### **6. Special Conditions of the Contract:**

- (i) The rates will be inclusive of all taxes, i.e. cost of petrol/diesel, lubricants, driver's salary & allowances etc.
- (ii) The agreed rates should be inclusive of all taxes except service tax. Service Tax, if any and as applicable, will be reimbursed to the agency after submission of receipt from the concerned authority.
- (iii) The official(s) of the agency responsible for the operations of vehicle should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for vehicle in emergent case. The Agency should be in a position to supply vehicles on short notice as & when required.
- (iv) The Driver on duty should report to the Officer-In-charge, Transport Department, IIM Calcutta before starting journey unless otherwise instructed.
- (v) Payment will be made on monthly basis on submission of the bill duly certified by the user along with duty slip.
- (vi) No escalation/extra charges will be allowed over & above negotiated rates during the tenure of contract.

**7. Force Majeure:** Neither the agency nor the Institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there in similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.

#### **8. Duties and Responsibilities of Service Providers:**

- (i) The agency shall provide West Bengal registered vehicles (Petrol/Diesel/CNG) of Model 2016 or later as per our requirement with well-behaved / skilled drivers in proper uniform having knowledge of routes & minor repairs of cars and valid driving licenses. All the cars shall carry First Aid Box, Stepney and Toolbox.
- (ii) If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- (iii) In case of breakdown the agency shall provide alternate vehicle of same category failing which the touring officials/guests will be allowed to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the agency.
- (iv) All kinds of repairs / maintenance cost, charges of petrol, oil, lubricant, fee towards licenses/ registration taxes such as road tax, permit fee etc., challans, salary/overtime of the driver,



insurance premium etc. are the responsibility of the agency and shall be borne by the agency all along. IIM Calcutta will reimburse toll tax, parking charge and state passenger tax wherever incurred on submission of original receipt. The driver is to be provided with petty cash for the purpose.

- (v) 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.
- (vi) The agency must ensure that drivers are not under the influence of alcohol or other intoxications while performing their duties for the Institute. Smoking is strictly prohibited inside vehicles/Institute.
- (vii) The vehicle on hire shall be available at all time including Saturdays, Sundays and public holidays as per requirement of the Institute.
- (viii) The agency shall abide by all statutory acts, motor vehicles act, labour laws and regulations act as they are applicable to his establishment/workmen.
- (ix) In response to a requisition for a vehicle, agency needs to send a S.M.S. (vehicle No., driver' name with mobile phone number etc.,) to the concerned faculty/ officer/staff/guest/participant with a copy to the Transport Department, preferably 12 hours in advance. It is mandatory for the agency to reply through e-mail against any requisition for a vehicle.

#### **9. Statutory requirements:**

The vehicles sent to IIM-Calcutta on requisition must have all relevant documents like registration Book/Driving license/Insurance/Road tax Receipt/Permit for Passenger Taxi/Pollution certification etc. The vehicles should be licensed and shall have valid permits for plying in Kolkata and suburbs. The vehicle should conform to all Government rules and regulation being in force from time to time.

**10. Meter Tampering:** Agencies would ensure proper sealing of milometer. IIM-Calcutta reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering of meter reading and misbehaviour of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.

#### **11. Sub-contracting Not Allowed:**

The successful bidder(s) shall not sub-contract, transfer or assign the task to any other agency. In case, the agency contravenes this condition, IIM Calcutta shall be entitled to place the contract elsewhere at the cost and risk of the agency and all expenses borne on this account shall be recovered from him.

**12. Penalties :** In case of failure to provide vehicle after confirm booking, late reporting (beyond 30 minutes) at the designated place, misbehaviour with the user, improper condition of vehicle interior/exterior, the competent authority of IIMC will have the right to impose financial penalty 5 % of the annual bill which will be deducted from the bill submitted by the agency.

#### **13. Payment:** The Payment terms are as follows:

Payment terms:-

- (i) Payment will be made only for total km. run by the car for IIMC on official duty with admissible charges. The minimum charges 50 Kms or 5 hours whichever is higher will be accepted for a trip.
- (ii) If reporting & releasing at IIMC campus, 10 Kms.(5 Kms.+5 Kms.) will be given extra in addition to actual Kms. distance run by the car or extra run of ½ (half) hour for reporting and ½ (half) hour for garaging will be entertained. 5 Km additional mileage will be allowed in case the duty commences from the IIMC campus for onward journey and similar 5 km from IIMC to the garage of the Agency. The Agency will not get this facility, if the duty commences from the place from the location of the Garage and/or towards the place of destination.
- (iii) If reporting & releasing at place specific like Airport/Howrah Station/Sealdah Station, the rates will be specific/fixed as per BOQ.
- (iv) The payment will be made only for those duty slips which have been signed by the faculty member/officer/staff/guest using the vehicle. It will be the responsibility of the driver to get the duty slips signed by the faculty member/officer/staff/guest on completion of duty. No payment will be made for unsigned duty slips. Duty slip should be completed in all respect i.e. Time and Odometer Reading at the time of commencement of journey from the Institute/or reporting point. Time and Odometer Reading at the time of journey at Institute/destination, total run of vehicle and places visited for work in-route (if any).
- (v) The pre-receipted bill shall be submitted in duplicate of hired vehicles, duly supported by the duty slip properly signed by the user/authorized person, and requisite documents {receipt(s) of payment of all taxes, parking fees} on monthly basis. Payment to the agency will be made after deduction of TDS.
- (vi) No claim in respect of under-payment to the agency shall be considered valid or shall be entertained unless a claim in writing is made within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by IIM Calcutta. IIM Calcutta will have the right to recover any over payment which might have been made to the agency by IIM Calcutta through inadvertence, error, etc., or any cause whatsoever from their bills and/or from the security deposit or any other amounts due to him.

#### **14. Illegal Gratification:**

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the agency or his partner, agent or servant or any one of his or on their behalf to any Employees (s) of IIM Calcutta or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other contract with IIM Calcutta shall entitle IIM Calcutta to rescind all contracts with him in addition to any criminal liability the agency may incur. The agency shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee(s) of IIM Calcutta and, if he shall do so, IIM Calcutta shall be entitled forthwith to rescind his all contracts with IIM Calcutta. Any question or dispute as to the commissions of any offense or compensation payable to IIM Calcutta under this clause shall be settled by IIM Calcutta in such a manner as it considers fit, sufficient and decision in this regard shall be final and conclusive. The agency shall forbid and take all possible steps within his power to prevent all labourer and other persons employed by him from demanding or receiving from any person other than the agency himself or his agents any remuneration or gratuity whatsoever.

**15. Bid Evaluation:**

- (i) IIM-Calcutta shall have a panel of 3 (three) or more bidders after assessing the rates quoted by them corresponding to each type of vehicle. The empanelment will be based on L1 bid against each category of vehicle subject to fulfilment of other terms and conditions as mentioned in the tender document.
- (ii) The Technically qualified bidder(s) who will agree with the lowest quoted rate (L1) in respect of each vehicle may be empaneled subject to fulfilment of all Terms & Conditions mentioned in the Tender.

**16. IIM CALCUTTA RESERVES THE RIGHT TO TERMINATE THE CONTRACT IN CASE SERVICE PROVIDERS BECOMES INSOLVENT OR IS CONVICTED IN A COURT OF LAW.**

If, at any time, the agency becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted in any Court of law, IIM Calcutta will have the absolute option of terminating the contract forthwith and the Agency shall have no right for damage or compensation on this account.

**17. Notices etc.:**

All notices to be issued and action to be taken for and on behalf of IIM Calcutta shall be issued or taken on his behalf by the Officer-in-charge, Transport Department of the Institute. The agency shall furnish to IIM Calcutta the names, designation and addresses/e-mail of his authorized representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the agency if delivered to them or his authorised representative or left at or posted at the address so given.

**18. Award of Contract:**

- (i) A letter of Award for empanelment shall be issued with accepted schedule of rates for providing vehicle hiring services as per terms & conditions mentioned in the tender document. In the event of violation of any of the terms & conditions of the contract during the period of empanelment, the Security Deposit shall be forfeited. The decision of IIM-Calcutta shall be final and binding and no claims whatsoever shall be entertained in this regard.
- (ii) The selected agencies need to accept the offer of empanelment within one week from such communication from IIM-Calcutta, failing which their EMD shall be forfeited and tender will be scrapped.
- (iii) IIM-Calcutta may at any time terminate the Contract by giving advance notice of two months in writing to the empanelled Bidder(s), without any compensation, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IIM-Calcutta.
- (iv) If the empanelled bidder(s) are not able to fulfil their obligations as per the empanelment, IIM-Calcutta reserves the right to accomplish the work through alternate source at the cost and risk of the defaulting bidder.

**19. Applicable Law and Jurisdiction:**

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Kolkata.

**20. Arbitration:**

All disputes regarding quality, specification, rates etc. shall be tried to be settled mutually by making references to conditions of contract documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

**Senior Administrative Office (Purchase & Transport)**

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA****Annexure- I**

To  
The Senior Administrative Officer (Purchase & Transport)  
Indian Institute of Management Calcutta  
Joka, Kolkata- 700104

**Sub: Empanelment for hiring of vehicles**

Dear Sir,

1. Having gone through the tender document for the aforesaid job, we offer ourselves for supply of vehicles in conformity with your requirements and the terms and conditions set for the same.
2. We agree to abide by the terms and conditions of this Tender.
3. We agree that the offer of the contract, based on the lowest bid price or any other price to be decided by IIM-Calcutta issued to the agencies for empanelment for providing vehicles on call basis would be accepted within 7(seven) days from the date of issue of the offer. Failure to accept the offer within this period will result in cancellation of the offer.
4. We note that you have the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever.

Signature of the Authorized Person

With seal

Name:

Designation

Date:

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

**Annexure- II**

**Empanelment for hiring of vehicles**

**TECHNO-COMMERCIAL BID**

1. THE AGENCY/FIRM
  - a) Name \_\_\_\_\_
  - b) Regd. Address \_\_\_\_\_
  - c) Address of Office at Kolkata \_\_\_\_\_
  - d) Contact Person's
    - i) Name & Design. \_\_\_\_\_
    - ii) Address \_\_\_\_\_
    - iii) Tel No. Landline \_\_\_\_\_ Mobile \_\_\_\_\_
    - iv) E-mail ID \_\_\_\_\_
2. Type of Agency/Firm: -----  
(Please enclose copy of Memorandum/Articles of Association, in case of company)
3. Year of Establishment: \_\_\_\_\_  
(Please attach documentary evidence)
4. PAN/GIR No. \_\_\_\_\_  
(Please enclose photocopy)
5. Trade Licence of rental car/vehicles service/travel agent from Statutory Authority -----  
(Please enclose photocopy- current year)
6. GST Registration No.: \_\_\_\_\_  
(Please enclose photocopy)
7. A minimum fleet of 15 No. of cars (Tata Indigo-6 Nos., Swift Desire- 7 Nos. and Innova- 2 Nos.) in the name of the company/agency/firm/partner/director with commercial registration.  
(Please furnish copy of registration certificate)
8. The vehicles to be provided by the empaneled agencies must not be 5 years old at any point of time.

9. Annual Turnover from the services for hiring of vehicles for the last 3 years:

(Should be more than Rs.25 lakh)

2017-18 \_\_\_\_\_

2018-19 \_\_\_\_\_

2019-20 \_\_\_\_\_

(Please enclose copies of audited balance sheet in support of above)

10. Experience in providing service for hiring of vehicles in Central Govt./State Govt./ PSU/ Autonomous body/reputed corporate etc.,

(Please enclose copies of Work Order or Letter of Empanelment)

11. Declaration in the Organisation's Letter Head that no legal proceeding(s) and/or Industrial dispute(s) claiming wages or any other payment from or employment with the Principal employer have been initiated by any present employee or previous employee of the bidder

12. Office (Address) and garage should be within 20 Kms. from IIMC, Joka campus.

13. EMD details : DD No. Date:

Amount Rs.50,000/-

Drawn on :

Signature of Authorised signature

Name:

Designation:

Seal: