



**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
DIAMOND HARBOUR ROAD
KOLKATA - 700104**

**भारतीय प्रबंध संस्थान कलकत्ता
डायमंड हार्बर रोड, कोलकाता**

TENDER DOCUMENT

FOR

**COMPOSITION AND MAKING OF RECRUITMENT BROCHURE FOR
PGPEX-VLM 18TH BATCH, MBAEX 18TH BATCH, PGDBA 9TH BATCH AND
RECRUITMENT BROCHURE & BATCH PROFILE FOR MBA 1ST YEAR &
2ND YEAR STUDENTS FOR INDIAN INSTITUTE OF MANAGEMENT
CALCUTTA**

TENDER REFERENCE NO: IIMC/PUR/BROCHURES/CDPO/24-25

DATED: 06 MAY 2024

REQUEST FOR PROPOSAL (RFP) FOR COMPOSITION AND MAKING OF RECRUITMENT BROCHURE FOR PGPEX-VLM 18TH BATCH, MBAEX 18TH BATCH, PGDBA 9TH BATCH AND RECRUITMENT BROCHURE & BATCH PROFILE FOR MBA 1ST YEAR & 2ND YEAR STUDENTS FOR INDIAN INSTITUTE OF MANAGEMENT CALCUTTA.

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"/"BUYER"/ "PROCURING ENTITY"), ONLINE bids are invited from eligible BIDDERS (herein after referred as "BIDDER"/ "VENDOR"/ "SELLER"/ "AGENCY"/ "COMPANY") for "**COMPOSITION AND MAKING OF RECRUITMENT BROCHURE FOR PGPEX-VLM 18TH BATCH, MBAEX 18TH BATCH, PGDBA 9TH BATCH AND RECRUITMENT BROCHURE & BATCH PROFILE FOR MBA 1ST YEAR & 2ND YEAR STUDENTS FOR INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**" at Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal – 700 104.

2. This RFP is to be submitted for Techno-Commercial Bid duly signed and stamped on every page by the BIDDER as token of acceptance of terms and conditions mentioned in the RFP.

3. The address and contact numbers for sending Bids or seeking clarification regarding this RFP is as under:-

Senior Administrative Officer (Purchase),
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka, Kolkata – 700104
Contact Nos : +91-33-7121 1000 Extn 1060/1063/ 1068
E-Mail ID : sao_purchase@iimcal.ac.in
ao_purchase@iimcal.ac.in

4. This RFP is divided into five parts as follows:-

- (a) **Section I** – Instructions to the Bidder (herein after referred as ITB).
- (b) **Section II** – General Conditions of Contract (herein after referred as GCC).
- (d) **Section III** – Special Conditions of Contract (herein after referred as SCC).
- (e) **Section IV** – Schedule of Requirement/ Scope of Work (herein after referred as SOR/ SOW).
- (f) **Section V** – Technical Eligibility criteria of bidders.
- (g) **Section VI** – Evaluation Criteria of Bid.

5. This RFP contains the following FORMS:-

- (a) FORM – 1 : Bidders Information.
- (b) FORM – 2 : Terms and Conditions Compliance Certificate.
- (c) FORM – 3 : Bank Guarantee Format of Performance Bank Guarantee.
- (d) FORM – 4 : Format for Bid Security Declaration.
- (e) FORM – 5 : Price Bid Format.
- (f) FORM – 6 : Format of Integrity Pact.

6. This RFP is being issued with no financial commitment and the BUYER reserves the right to change or vary any part thereof at any stage. The BUYER also reserves the right to withdraw the RFP AND REJECT ANY TENDER, should it become necessary at any stage.

7. **Unsolicited bids will be summarily rejected as per Rule 162 (ii) of GFR 2017.**

8. Other than the terms and conditions mentioned in this RFP (Tender Document), the Rules and Provisions of “General Financial Regulations 2017” and “Manual for Procurement of Goods Updated in June 2022 (amended from time to time)” will be in vogue in case of any disputes arise during the period of contract.

9. Please return this letter along with the complete RFP duly signed as attached.

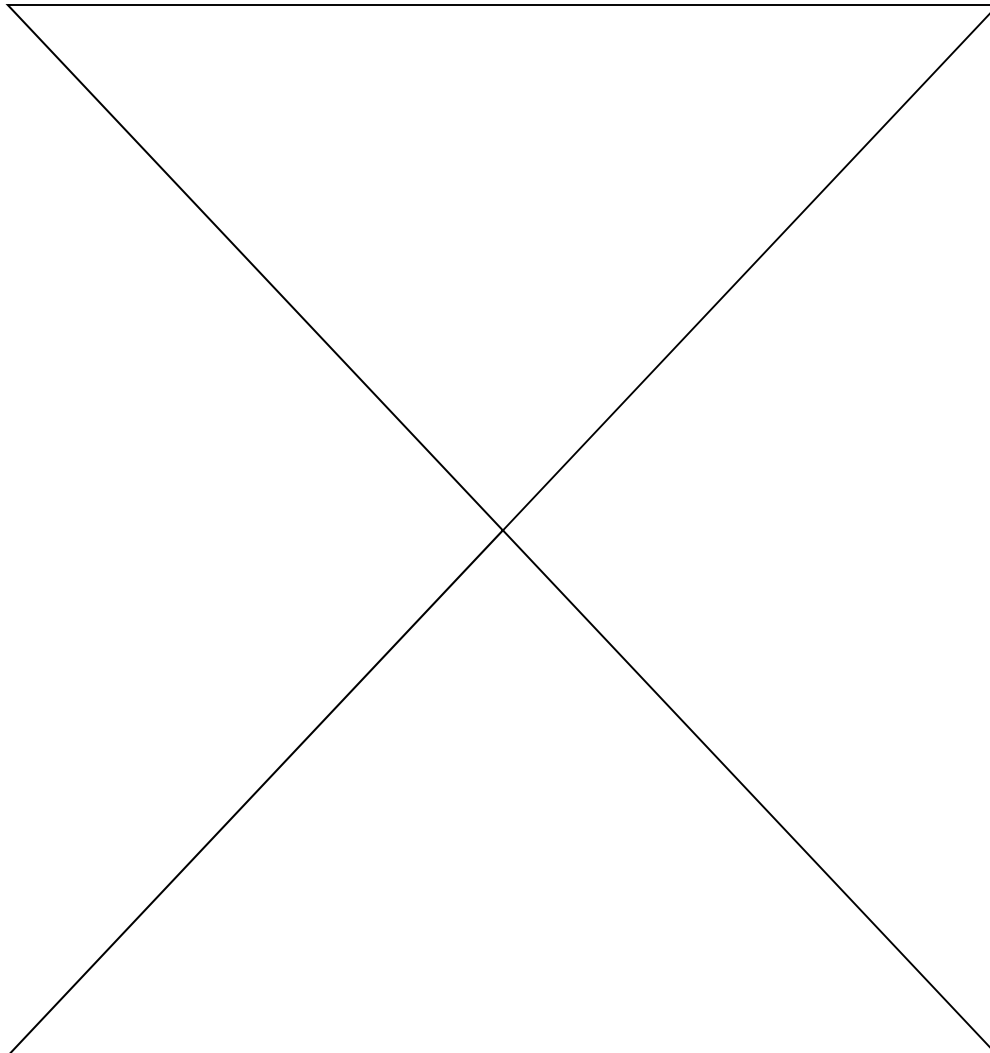
Yours Sincerely,
Sd/-x-x-x-x-x-x-x
(Zulfquar Hasan)
Senior Administrative Officer
(Purchase)

10. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date : 2024

Signature of Bidder

Name in BLOCK CAPITAL Letters
(Capacity i.e. Proprietor/ Partner
With Stamp)



SECTION – I

INSTRUCTIONS TO BIDDERS (ITB)

1. **The Tender Document.** The ‘Request for Tender’ (hereinafter referred to as ‘RFP’) details the terms and conditions for entering into a contract for “**COMPOSITION AND MAKING OF RECRUITMENT BROCHURE FOR PGPEX-VLM 18TH BATCH, MBAEX 18TH BATCH, PGDBA 9TH BATCH AND RECRUITMENT BROCHURE & BATCH PROFILE FOR MBA 1ST YEAR & 2ND YEAR STUDENTS FOR INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**” (herein after referred as “Services”) as detailed in succeeding Sections. BIDDERS must go through the Tender Document for further details.

2. **Procuring Entity – Rights and Disclaimers.**

(a) **Bids are to be addressed.** Bids are to be addressed to The Director, IIMC through the SAO (Purchase) of IIMC. The Tender Inviting Authority is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and paying authority who shall discharge designated function during contract execution.

(b) **Right to Intellectual Property and Confidentiality.** The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity’s prior written consent. However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from the man undertaking of confidentiality similar to that imposed on Bidder under this clause. This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process. The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:-

(i) Now or hereafter is or enters the public domain through no fault of Bidder;

(ii) Is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or

(iii) Otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

(c) **Right to Reject Any or All Bids.** The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

(d) **Disclaimers.** The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in the Tender Process. The Tender Document, ensuing communications, and contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity’s document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers) ***except GFR-2017 and Manual for Procurement of Goods (Updated June 2022) (issued by Govt of India, Ministry of Finance, Department of Expenditure)***, notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings. The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and

completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. **Conflict of Interest.** Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive.

4. **Bidding System.** Single Stage Single Envelope System has been adopted and the Techno-Commercial Bid would be opened at the time and date mentioned above. Bidders are to submit their competitive rates as per **BOQ in CPP Portal**.

5. **Availability of the Tender Document.** The Tender Document will be published on the Central Public Procurement Portal (CPPP) (www.eprocure.gov.in). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in tender documents. Unless otherwise stipulated in this tender document, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to *Senior Administrative Officer (Purchase) of the IIMC, Kolkata*.

6. **Downloading the Tender Document: Corrigenda and Clarifications.** The Tender Document can be downloaded from CPP Portal till the date and time mentioned in NIT. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended. Before the deadline for submitting bids, **IIMC** may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

7. **Documents Comprising the Bid.**

Techno-Commercial Bid/ Cover. Techno-Commercial Bid would be opened at the time and date mentioned in the NIT. Bidders are to submit their competitive rates as per **BOQ in CPP Portal** considering all financially relevant details, including Taxes and Duties. The following details needs to be uploaded during submission of Bid within the stipulated time.

(i) Bidder's Information as per **FORM 1**

(ii) Documents relating to Bid Security: Scan copy of Earnest Money Deposit or a Bid Securing Declaration Certificate (BSD) as per **FORM 4** in lieu of bid security in the format provided therein shall be uploaded.

8. **Manner of Submission of Bid.**

- (a) The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online (Central Public Procurement Portal) shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable.
- (b) Bill of Quantities (BOQ) with rates duly filled is to be submitted in the format provided online.
- (c) Bid Security Declaration Certificate (as applicable) should be uploaded during submission of bid in CPPP.
- (d) Bidders are advised to upload only the relevant document which is/are asked for in this RFP. Uploading of irrelevant/ unnecessary documents may lead to the rejection of Bid.
- (e) Any tender received without original Bid Security/ EMD [except those who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME)] and BID SECURITY DECLARATION CERTIFICATE (attached as **FORM 4** to this RFP) (Bidders who are registered with NSIC and MSME) , will be summarily rejected.

9. **Signing and Uploading of Bids.**

- (a) **Relationship between Bidder and e-Procurement Portal.** The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.
- (b) **Signing of Bid.** The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder.
- (c) **Submission/ Uploading of Bids.**
 - (i) No manual Bids shall be made available or accepted for submission (except for originals of Bid Security/ Earnest Money Deposit/ Bid Security Declaration as applicable). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
 - (ii) Bids shall be received only *Online* on or before the deadline for the bid submission as notified in NIT.
 - (iii) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
 - (iv) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
 - (v) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

(vi) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

(vii) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

(viii) The Procuring Entity may extend the deadline for bids submission by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

(ix) Bid submitted through modalities other than those stipulated in this Tender Document shall be liable to be rejected as nonresponsive.

10. **Modification, Resubmission and Withdrawal of Bids.**

(a) E-Procurement on CPP Portal is a central and automated system of Govt of India, thus neither modification, re-submission and withdrawal of bids are controlled by the Procuring Entity nor Procuring Entity can do such things. Hence, once bid submitted on e-Procurement, Bidder cannot modify or withdrawal his/her bid since it is locked by encryption. Re-submission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed by system. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. Procuring Entity shall not be responsible for any changes/ modification in procedure for online bid submission/ modification/ re-submission and withdrawal of Bids after the Bid publication. Hence, interested/ intended BIDDERS are advised to be more cautious while submitting his/their Bids.

(b) Withdrawal of bids by any bidder during the period between “after the bid submission end date and time till the expiry of bid validity” is not allowed. In case bidder wish to do so, Procuring Entity shall be in full liberty or right to enforce Bid Security Declaration and forfeiture of Bid Security/ EMD (in full or in part) in addition to other punitive actions for such misdemeanor.

11. **Rejection of Bids.**

(a) Unsolicited Bid will be summarily rejected

(b) Conditional bids will be rejected.

(c) Prices quoted unreasonably HIGH or LOW from prevailing market rates may be considered for rejection at the discretion of BUYER.

(d) Bids without Bid Security Declaration (as per applicability as per Para 10 below) will be rejected.

12. **Location of the Tender Box.** Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104.

13. **Validity of Bids.** The Bids should remain valid till **SEVENTY FIVE (75) DAYS** from the last date of submission of the Bids.

14. **EMD (Earnest Money Deposit).**

(a) Bidders are required to submit EMD in favour of the “INDIAN INSTITUTE OF MANAGEMENT CALCUTTA” payable at KOLKATA for an amount of **Rs 23,500/- (RUPEES TWENTY THREE THOUSAND FIVE HUNDRED ONLY)** along with their bids in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker’s Cheque/Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.

(b) EMD is to remain valid for a period of SIXTY (60) DAYS beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them after expiry of the FINAL BID VALIDITY PERIOD and LATEST BY THE THIRTEENTH (30TH) DAY after the award of contract in its original form without any interest. EMD of successful bidder will be returned after deposition of Performance Bank Guarantee without any interest.

(c) EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME). However, the Bidders who are registered with NSIC and MSME, need to furnish BID SECURITY DECLARATION CERTIFICATE (attached as **FORM 4** to this RFP).

15. **Performance Bank Guarantee.**

(a) To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after awarding of the contract in favour of “INDIAN INSTITUTE OF MANAGEMENT CALCUTTA” payable at KOLKATA, in the form of Insurance Surety Bond, an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker’s Cheque/Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.

(b) PBG will be for an amount of **FIVE PERCENT (5%)** of the value of the contract as specified in the bid document and it will be refunded without interest after successful completion of the contract and no liabilities from the Service Provider or its employees. In case of any complaint, the PBG shall be discharged only after adjusting all dues, liabilities. PBG should be remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any).

(c) In case of any change of constitution of the Service Provider, the rights of *IIM Calcutta* should not suffer. It should be clearly understood that the difference between the Performance Security deposit and the EMD will be deposited by the Service Provider/Bidder. Proforma of Performance Bank Guarantee is enclosed at **FORM - 3** to this RFP.

16. **Delivery Period.** The awarded work must be completed in all respect as per satisfaction of the Procuring Entity and dates mentioned in the Work Order:

18. **Important Dates.** Important dates related to this RFP are as under:-

Sr. No	Events	Date	Time
(a)	Published on CPP Portal	06 MAY 2024	1700 Hrs.
(b)	Bid Submission Start	06 MAY 2024	1700 Hrs.
(d)	Bid Submission End	13 MAY 2024	1200 Hrs.
(e)	Techno-commercial Bid Opening	14 MAY 2024	1200 hrs.

19. The approval or rejection to tenders(s) rests with Competent Authority (CA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.

SECTION – II

GENERAL CONDITIONS OF CONTRACT

1. **The Contract.**

(a) **Language of Contract.** Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

(b) **The Entire Agreement.** This Contract and its documents constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

(c) **Severability.** If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

(d) **Parties.** The parties to the contract are the contractor and the Procuring Entity.

(e) **Contract Documents and their Precedence.** The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:-

(i) Valid and authorized Amendments issued to the contract.

(ii) The Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity.

(iii) The Letter of Award (LoA).

(iv) Final written submissions made by the contractor during negotiations, if any.

(f) **Modifications/ Amendments, Waivers and Forbearances.**

(i) **Modifications/ Amendments of Contract.**

(aa) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

(ab) If the contractor does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.

(ac) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

(ii) **Waivers and Forbearances.** The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:-

(aa) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.

(ab) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

2. **Governing Laws and Jurisdiction.**

(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3. **Changes in Laws and Regulations.** Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. **Communications.**

(a) **Communications.**

(i) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

(ii) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

(iii) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.

(iv) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the

contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

(b) **The Person Signing the Communications.** For all purposes of the contract, including arbitration, there under all communications to the other party shall be signed by:-

(i) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies there under and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.

(ii) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

5. **Contractor's Obligations and Restrictions on Its Rights.**

(a) **Changes in Constitution/ Financial Stakes/ Responsibilities of a Contract's Business.**

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:-

(i) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

(ii) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies there under.

(iii) If the contract is not terminated as provided in Sub-clause (ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

(b) **Assignment and Sub-Contracting.**

(i) The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

(ii) If the Contractor sublets or assigns this contract or any part thereof, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under.

6. **Obligations of the Contractor.**

(a) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(c) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:-

(i) The contractor needs to share with the institution(s) participating in the financing of the contract.

(ii) Now or hereafter is or enters the public domain through no fault of Contractor.

(iii) Can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity.

(iv) Otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

7. **Performance Bond/ Security.**

(a) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to SIXTY (60) DAYS (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations.

(b) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 5% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:-

(i) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned in therein (or FAO of the Procuring Organisation, if not mentioned).

(ii) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in **Form 3** attached to this RFP.

(c) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

(d) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion

(e) To terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or

(f) **Without Terminating the Contract:-**

(i) Recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC Clause.

(ii) Treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

(g) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within FOURTEEN (14) DAYS of issue of the amendment.

(h) The Procuring Entity shall be entitled, and it shall be lawful on his part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:-

(i) Any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof.

(ii) Any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

(iii) In either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

(i) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

(j) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

8. **Permits, Approvals and Licenses.** Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

9. **Book Examination Clause.** The Procuring Entity reserves the right for 'Book Examination' as follows:-

(a) The contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any IIMC Official duly authorised in that behalf, any cost or other book of account,

voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such IIMC Official in such manner as may be required. The decision of such IIMC Official on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.

(b) The contractor shall, if the authorised IIMC Official so requires (whether before or after the prices have been finally fixed), afford facilities to the IIMC Official concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised IIMC Official shall have power, mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.

(c) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.

(d) The Contractor or its agency is bound to allow examination of its books within SIXTY (60) DAYS from the date the notice is received by the contractor or its agencies calling for the production of documents under Sub-Clause above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

11. **Terms of Delivery and Delays.**

(a) **Effective Date of Contract.** The effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within FOUR (04) DAYS of the date signed by the procuring entity or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

(b) **Time is the Essence of the Contract.** The time for and the date for delivering the service stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

(c) **Destination Places.** The destination(s) where the Goods are to be delivered shall be as stipulated in the contract.

(d) **Delay in the Contractor's Performance.** If the contractor fails to deliver the services or any installment thereof or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:-

(i) Recover from the contractor liquidated damages as per clause, OR

(ii) Treat the delay as a breach of contract as per clause and avail all the remedies therein.

(e) **Inordinate Delays.** Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of contract at the option of the Procuring Entity and Liquidated Damages Clause will be imposed on the said contractor as per GFR 2017

(f) **Extension of Delivery Period.** If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of

incidental Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

(g) **Conditions for Extension of Delivery Period.** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:-

(i) **Liquidated Damages.** The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

(ii) **Denial Clause.**

(aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

(ab) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

12. **Liquidated Damages.** In the event of the failure to comply with the terms and conditions to the contract with respect to supply of services as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay or part of a day, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

13. **Force Majeure.**

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for NINETY (90) DAYS or more at any time, either party shall have the option to terminate the contract on expiry of NINETY (90) DAYS of commencement of such force majeure by giving FOURTEEN (14) DAY'S notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

(b) None of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

14. **Conciliation and Arbitration.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender 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.

15. **Penalty for Use of Undue influence.** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the BIDDER/ SERVICE PROVIDER and recover from the BIDDER/ SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the BIDDER/ SERVICE PROVIDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ SERVICE PROVIDER towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

16. **Non-Disclosure of Contract Documents.** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

17. **Termination of Contract.** The contract may be terminated by serving SIXTY (60) DAYS notice, in case the Service Provider:-

- (a) Assigns or sub contracts any of the service(s).
- (b) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.
- (c) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
- (d) Any violation of instruction / agreement or suppression of fact.
- (e) Contractor being declared insolvent by competent court of law.
- (f) If Service Provider desires to exit the contract in normal circumstances, a three months' notice, in advance should be produced by the agency.
- (g) On termination of the contract, it shall be the responsibility of the Service Provider to remove his persons immediately. IIM Calcutta shall not indemnify any loss caused by the agency by such termination, whatsoever it may be. During the notice period of the termination of the contract in the situation contemplated above, the Service Provider shall keep on discharging his duties till the expiry of the notice period.
- (h) In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by IIM Calcutta.

- (j) At the end of contract period / termination of the contract, the agency shall hand over the charge to the new Service Provider (appointed by IIM Calcutta) without any hindrance. In case of non-compliance, the security deposit shall be forfeited.
- (k) The delivery of the service (s) is delayed for causes not attributable to Force Majeure for more than SEVEN (07) DAYS beyond stipulated time and due to causes of Force Majeure for more than FOURTEEN (14) DAYS after the schedule date of delivery.
- (l) The BIDDER/ SERVICE PROVIDER is declared bankrupt or becomes insolvent.
- (m) The BUYER has noticed that the Contactor has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (n) As per decision of the Arbitration Tribunal.
- (o) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders.
- (p) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (q) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.
- (r) If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement by issuing Termination Notice.

19. **Defaults, Breaches, Termination and Closure of Contract.**

(a) **Termination due to Breach, Default, and Insolvency.**

(i) **Defaults and Breach of Contract.** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:-

(aa) **Default in Performance and Obligations.** If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

(ab) **Insolvency.** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

(ac) **Liquidation.** If the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

(ii) **Notice for Default.** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to

invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(iii) **Terminations for Default.**

(aa) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ab) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

(ac) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

(ad) All warranty obligations, if any, shall continue to survive despite the termination.

(iv) **Contractual Remedies for Breaches/Defaults or Termination for Default.** If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

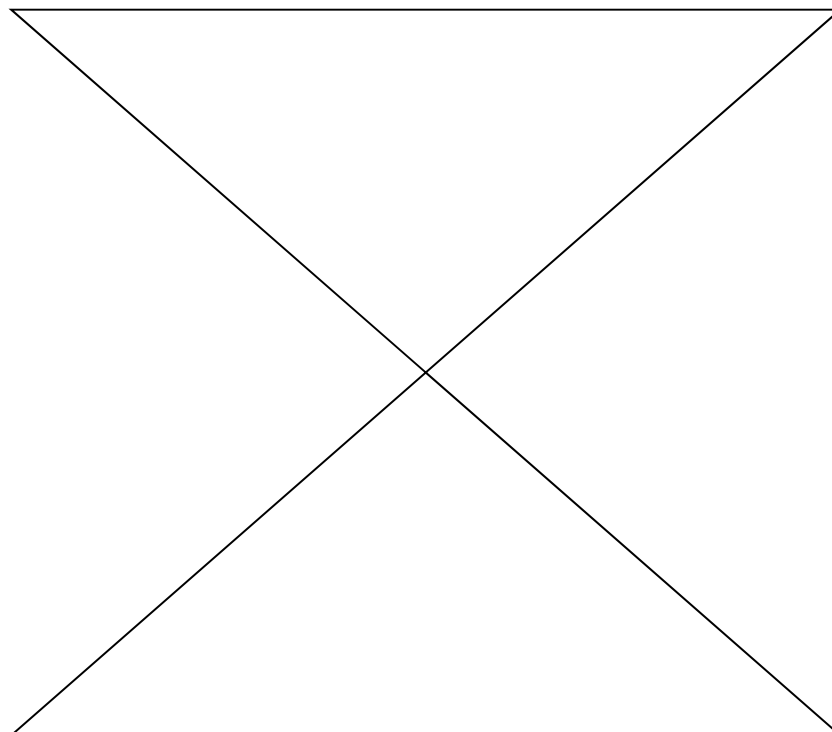
(aa) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ab) Recover liquidated damages and invoke denial clause for delays.

(ac) Encash and/ or Forfeit performance or other contractual securities.

(ad) Prefer claims against insurances, if any.

(ae) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.



SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **Appendix 'C'** to this RFP

2. **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional TWENTY FIVE PERCENT (25%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

3. **Repeat Order Clause.** The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional FIFTY PERCENT (50%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (06) months beyond the completion of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to TWENTY-FIVE PERCENT (25%) plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the BIDDER/ SERVICE PROVIDER. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.

5. **Prices and Payments.**

Fall Clause. The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

6. **Taxes and Duties.** The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the contract. If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

7. **Payment of GST Under the Contract.** The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

(a) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

(b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of

such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.

(c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.

(d) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

(e) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:-

(i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

(ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.

(iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

(iv) In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

(v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

(vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

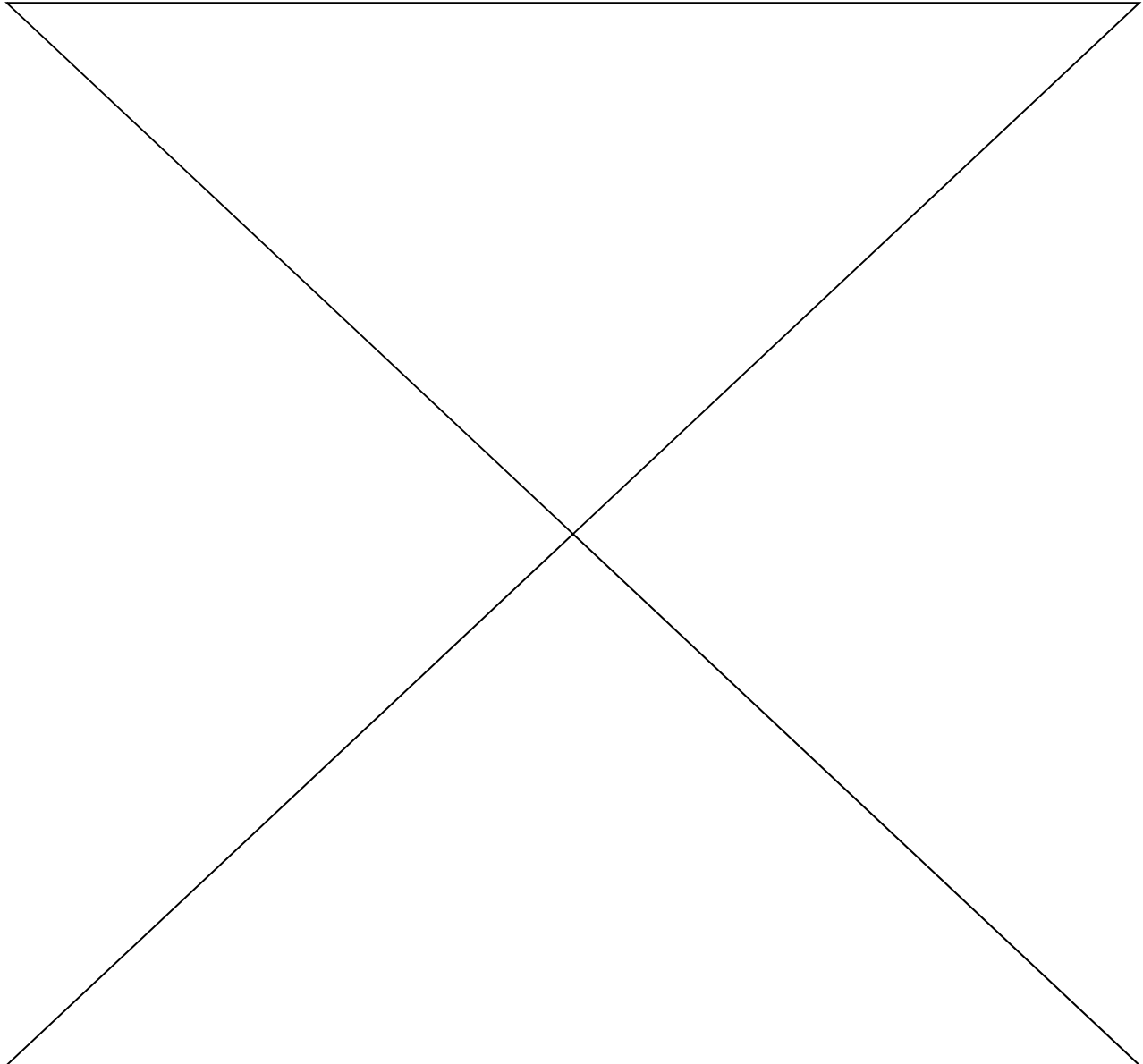
8. Terms and Mode of Payment.

(a) The price as quoted by the Firm (as per Annexure 2) shall remain unchanged during the contract period and extensions, if any.

(b) Goods & Service Tax, if any, shall be paid at the applicable rate.

9. General Condition for Payment. Payments shall only be made in Indian Rupees. The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein. While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

10. **Advance Payment.** NO Advance payments will be made.
11. **Paying Authority.** The process of bills of successful tender will be made by the IIMC and payment will be made by Accounts Department of IIMC. Bills to be submitted by the vendor within FIFTEEN (15) days of completion of work/supply.
12. **Warranty/ Guarantee/ Defect Liability Clause.**
- (a) The VENDOR should provide 12 months warranty of the supplied materials from the date of completion of the delivery. Any dispute arrived relating to quality of paper, binding and printing during that period the VENDOR should rectify the dispute free of cost within 7 days .
- (b) Obligations of the VENDOR under the warranty clause shall survive even though:-
- (i) The services may have been inspected, accepted, installed/ commissioned and paid for by the BUYER.
- (ii) The contract is terminated for any reason whatsoever.
- (c) In case of any rectification of a defect or replacement of any defective material during the warranty period, the warranty for the rectified/ replaced material shall remain till the original warranty period.

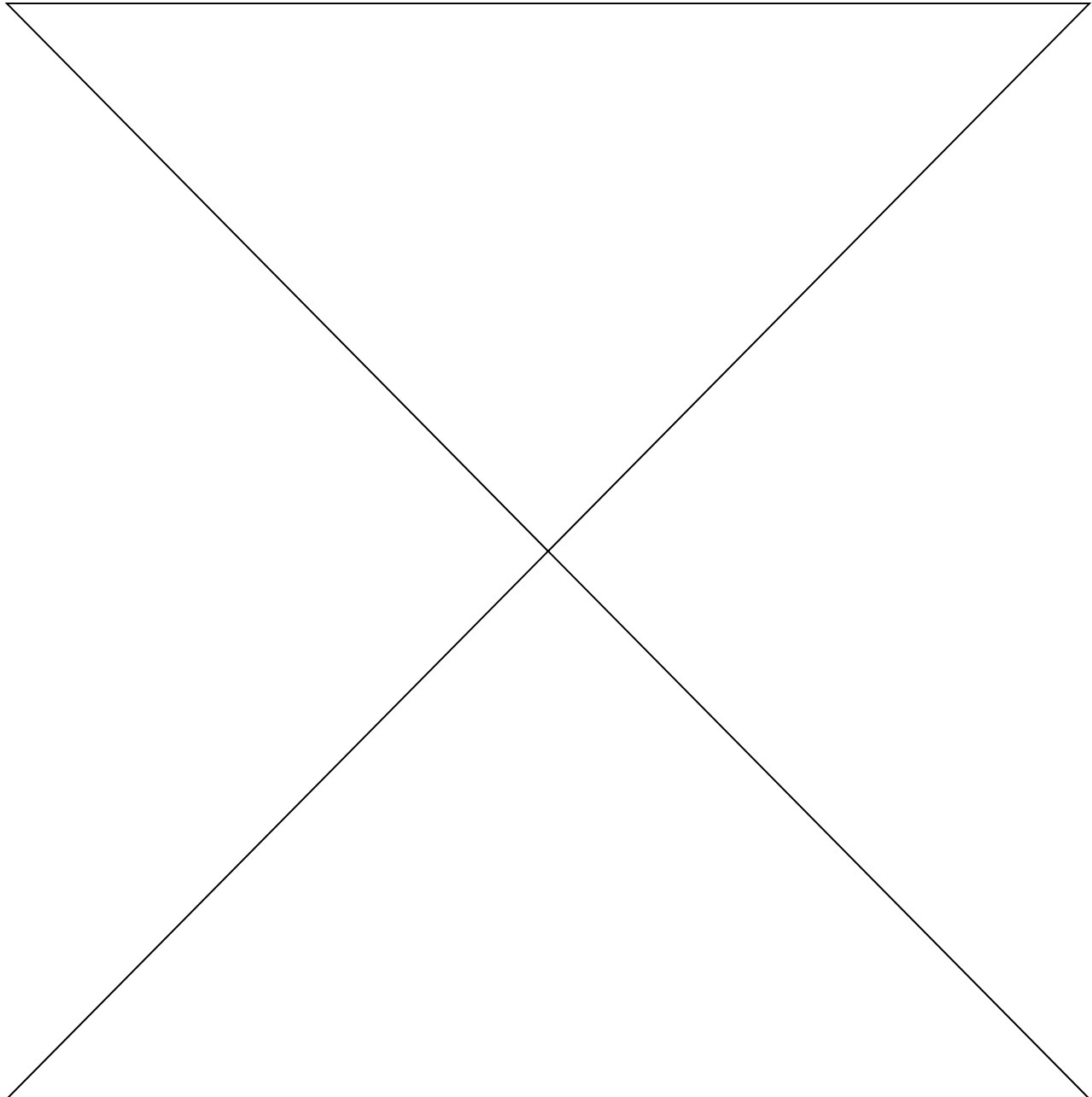


SECTION V

ELIGIBILITY CRITERIA OF BIDDERS

1. Bidder should have the following minimum eligibility criteria:-

Sr. No	Eligibility Criteria	Document to be Produced as Part of Technical Bid
(a)	Bidder should have supplied printed material or designed magazines/brochures/e-cards etc. for IIMs/IITs/Institute of repute/ Govt./PSUs/Autonomous bodies/ Reputed Corporate entities in last three financial years (i.e 2021-22,2022-23 and 2023-24)	Work Completion certificate with at least good/satisfactory remark by the Concerned Department must be produced by the bidder. Bidder who have done similar nature of work for IIMC must provide work completion certificate with at least satisfactory remarks from the Concerned Department.



SECTION-VI

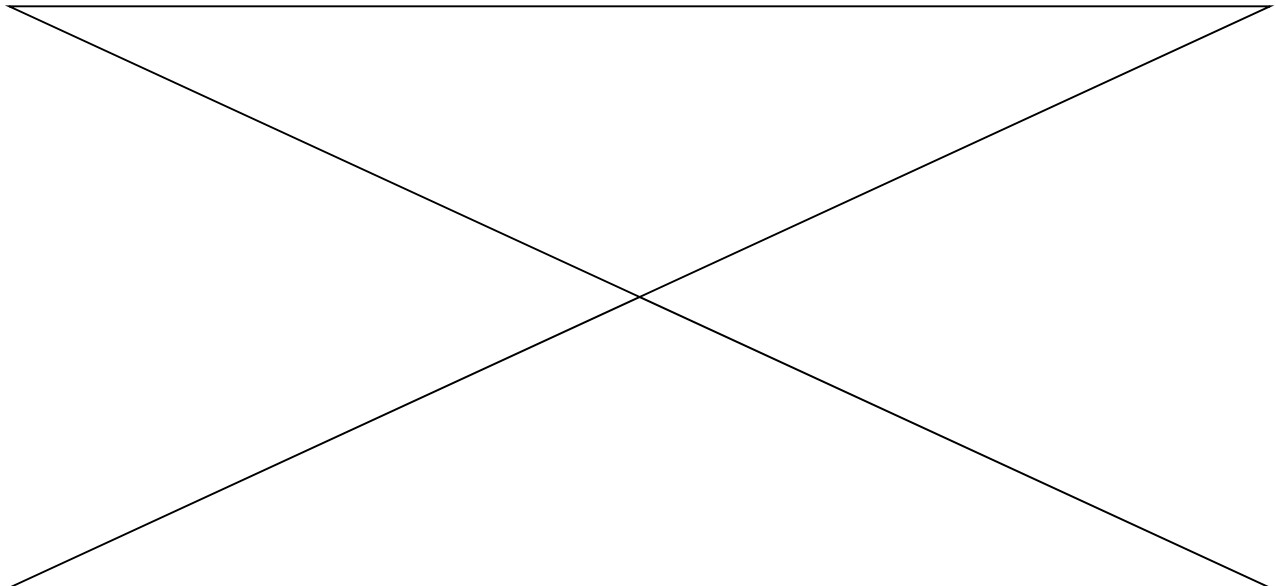
SCHEDULE OF REQUIREMENT/ SCOPE OF WORK (SOR/ SOW)

1. **Scope of Work (SoW).** The Firm shall be responsible for the following works:-

Sl. No.	Department	Description	Rate
1	PGPEX-VLM	<p><u>Web Version of Brochure :-</u> PDF Version of Brochures (Long Brochure – 58 pages maximum with Cover, Short Brochure – 6 Pages) with appropriate formatting. Layout - 3 sizes Low Resolution – PDF (size : less than 1 MB) Medium Resolution – PDF (size : in between 1 MB to 3 MB) Master Copy – PDF in High Resolution.</p> <p><u>Short Brochure :-</u> Page Size : 8.25"x11.25" Paper Type : Art Board Thickness : 250 GSM No. of Pages : 6 (Colour) Binding : Three Fold. Colour : 4+4 colour. Quantity : 25</p> <p>High-End Digital Photography of Individual student profiles (40 students) + Candid shoot of students in campus and other photos (1 man day)</p>	
2	MBA-Ex	<p><u>Web Version of Brochure :-</u> PDF Version of Brochures (Long Brochure – 58 pages maximum with Cover, Short Brochure – 8 Pages) with appropriate formatting. Layout - 3 sizes fold Low Resolution – PDF (size : less than 1 MB) Medium Resolution – PDF (size : in between 1 MB to 3 MB) Master Copy – PDF in High Resolution.</p> <p><u>Short Brochure :-</u> Page Size : 8.25"x11.25" Paper Type : Art Board, Thickness : 250 GSM No. of Pages : 8 Binding : Single Fold Colour : 4+4 colour. Quantity : 25</p> <p>High-End Digital Photography of Individual student profiles (80 students) + Candid shoot of students in campus and other photos (1 man day)</p>	

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO : IIMC/PUR/BROCHURES/CDPO/24-25 DATED: 06 MAY 2024

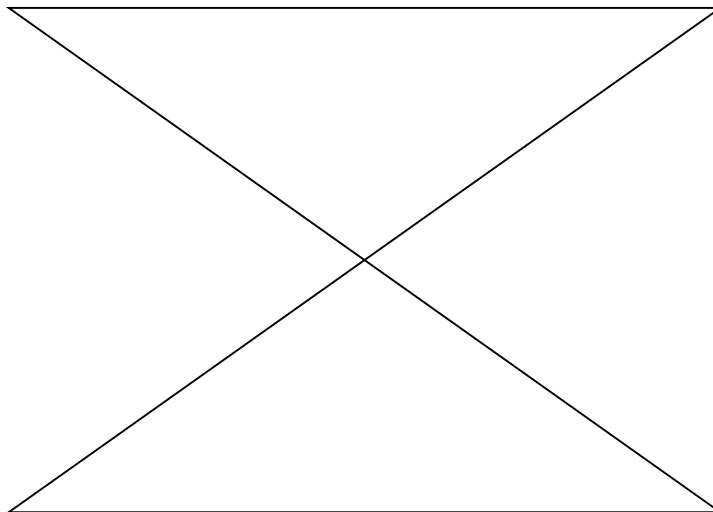
Sl. No.	Department	Description	Rate
3	MBA	<p><u>Web Version of Recruitment Brochure :-</u> PDF Version of Brochures (Brochure – 32 pages) including Cover with appropriate designing, composition and formatting. Size : 8.5"x12" Master Copy – PDF in High Resolution.</p> <p><u>Batch Profile :-</u> Paper Size: 8.5"x12". No. of Photograph per page : 6 (minimum) Pages : 80+4 (cover included)</p> <p>High-End Digital Photography of Individual student profiles (960 students) + Candid shoot of students in campus and other photos (6 man day) ** MBA-I & MBA-II batch Photography</p>	
4	PGDBA	<p><u>Web Version of Brochure :-</u> PDF Version of Brochures (Long Brochure – 46 pages maximum, Short Brochure – 4 Pages) with appropriate formatting. Low Resolution – PDF (size : less than 1 MB) Medium Resolution – PDF (size : in between 1 MB to 3 MB) Master Copy – PDF in High Resolution.</p>	
		<p>High-End Digital Photography of Individual student profiles (120 students) + Candid shoot of students in campus and other photos (1.5 man day)</p>	
		<u>Total Amount</u>	



2. Process support

- The Selected Contractor has to coordinate with the office and/or Student Placement Representative physically and/or virtually for designing, layout and completion of the work. They have to collaborate with the Student Placement Representative at late hours to ensure minimal disruption of their existing schedule.
- The Selected Contractor has to provide at least 3 design layout and colour options for the Brochure for each program separately. The suitable option will be selected from these options.
- The Selected Contractor has to coordinate with CDPO and/or student placement representatives even at late hours to ensure minimal disruption to existing schedules.
- The Selected Contractor has to coordinate for the information content with CDPO & Placement representatives.
- The Professional Photographer of the Selected Contractor has to shoot formal and candid pictures and use them aesthetically to develop an attractive Brochure.
- The Selected Contractor has to provide print, pdf and web versions of brochures.
- Chief designer/ Designer to provide creative support and inputs for designing and layout.
- The Professional Photographer of the Selected Contractor has to visit the campus on weekdays or weekends in order to complete the shooting of pictures (Director, Chairperson CDPC, Campus pictures and students in campus pictures).
- Any photographs clicked to be accepted only when approved by the office and/or Student Placement Representative.
- The Selected Contractor has to complete the entire preparation of Recruitment Brochure and Batch Profile within 10 to 15 days. This would include completion of taking necessary photographs, concept creation, designing, layout, graphic setting along with creation of the draft as well as the final master copies of the Brochure and Batch profile.

Apart from the above mentioned specifications/ requirements if any other specifications/requirements come up during the course of preparation of the Brochure and Batch Profile that should be coordinated amongst the parties i.e. the vendor and CDPO.

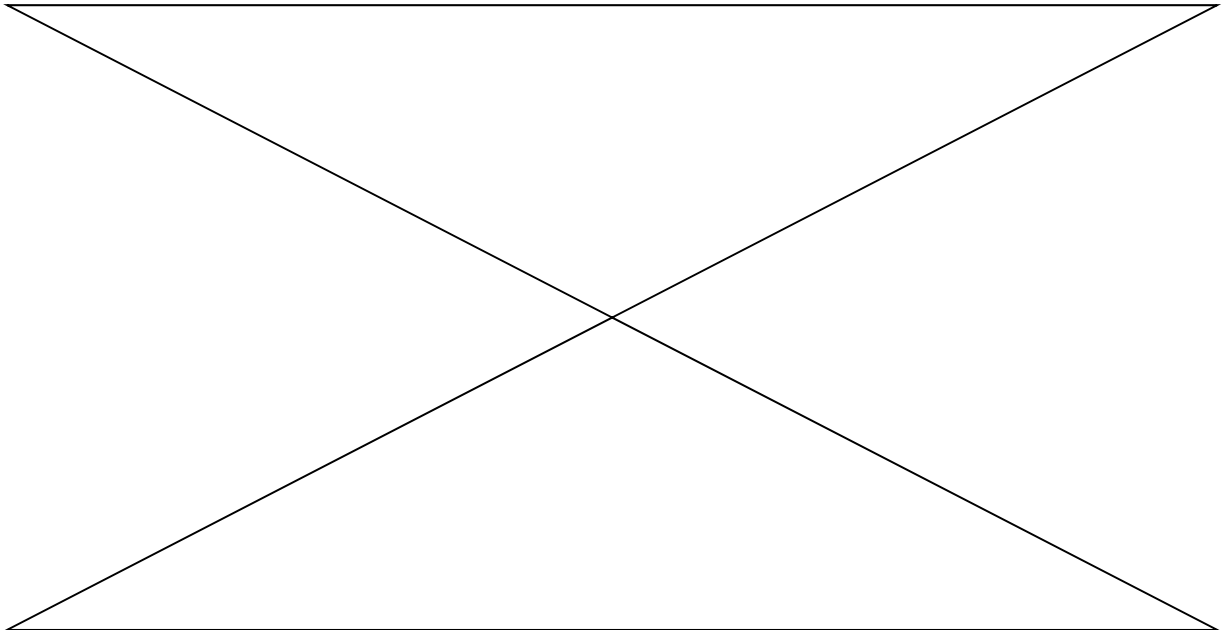


SECTION VI

EVALUATION CRITERIA OF BID

1. **Evaluation Criteria.**

- (a) Technical Evaluation will be done as mentioned in section V. Financial bids will be opened only for those bidders who will qualify technically as per section V of this tender documents.
- (b) The tenderer who will emerge as LOWEST ONE (L-1) in overall rates of total required quantity as mentioned in **Form - 5** of this RFP will be considered for award of contract among the technically qualified bidders as per the Bid Price mentioned in BOQ (Bill of Quantities).
- (c) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. No GST should be included while submission of commercial bids.
- (d) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations (if required) as decided by the BUYER.



FORM-1

BIDDER'S INFORMATION

SL No.	Particulars	Yes/No	Details
1.	Name of the Service Provider		
2.	Registered Address		
3.	Branch/Head Office Address at Kolkata (if any)		
4.	Name of the Authorized Signatory		
5.	Trade License No		
6.	Shop/Establishment Registration No		
7.	PAN Details		
8.	GST Registration No		
9.	Name of Proprietor		
10.	Contact number of proprietor		
11.	E-mail ID of proprietor in which all communication will be send		
12.	Name of one point contact person regarding Bid clarification		
13.	Contact number of one point contact person regarding Bid Clarification		
14.	E-mail ID of one point contact person regarding Bid Clarification		

Certificate to be Submitted by Bidder. A certificate to be submitted by the bidder on the Letter Head of their Firm/Company as under:-

“This is to certify that _____ is my official mobile number and _____ is my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer”.

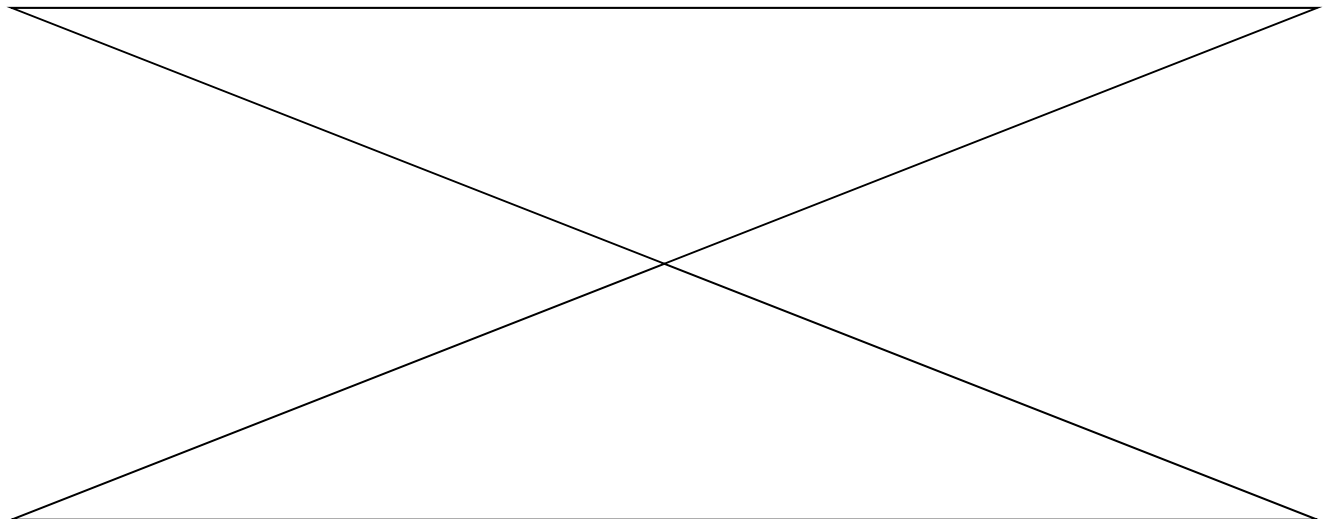
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]



FORM-2

TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name and Complete Address _____

Tender Document No. _____;

Tender Title: _____

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section/Para	Clause/ Sub-Clause/Sub Para			

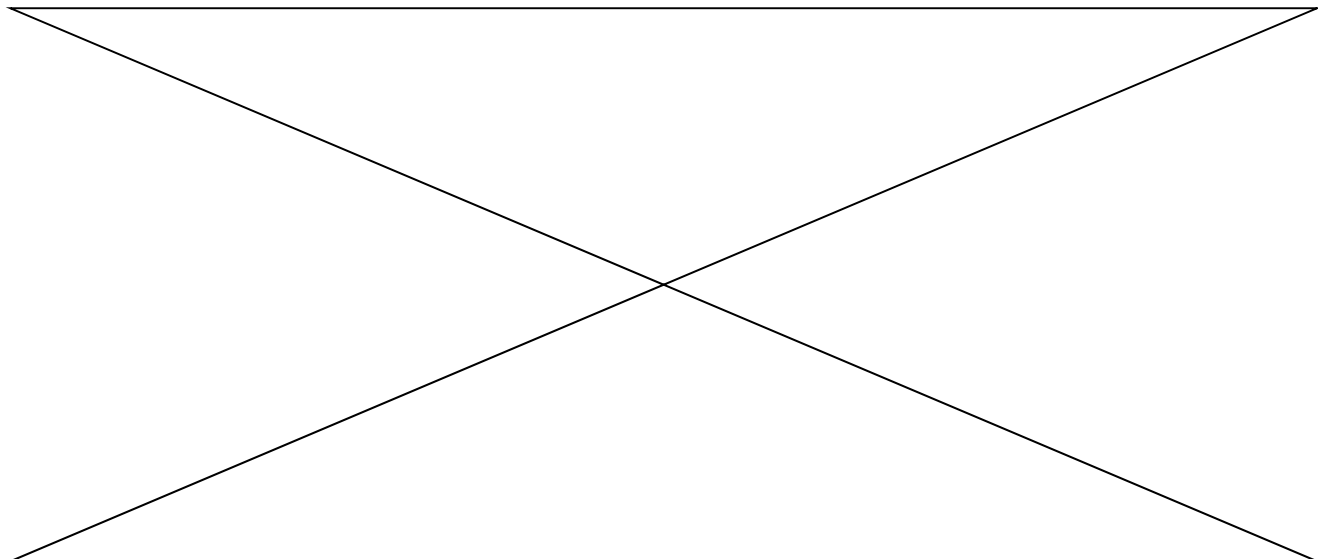
We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
 (Signature with date)

.....
 (Name and designation)
 Duly authorized to sign bid for and on behalf of

.....

 [name & address of Bidder and seal of company]
 DA: If any, at the option of the Bidder.



FORM-3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

To
The Director
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka
Kolkata – 700104, West Bengal

Whereas..... (name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Ourbranch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

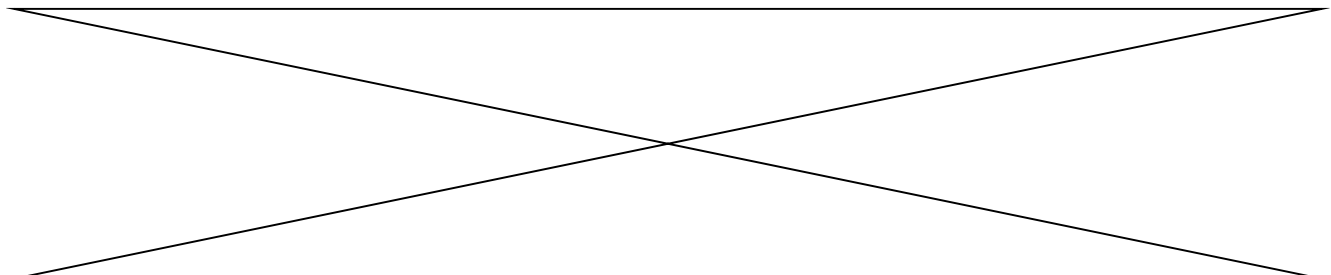
.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.



FORM - 4

BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

To be submitted as part of Technical bid, along with supporting documents, if any. A Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this ON COMPANY LETTER HEAD

Bidder's Name & Address _____

Bidder's Reference No. _____,

Date : _____

To

The Director,

Indian Institute of Management Calcutta Diamond Harbour Road, Joka
Kolkata – 700 104

Reference: Tender Document No. _____

Tender Title: _____

Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:-

(a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.

(b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).

(c) Fail or refuse to sign the contract.

2. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

(a) Receipt by us of your notification.

(b) Of cancellation of the entire tender process or rejection of all bids or

(c) Of the name of the successful bidder or

(d) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place... [insert place of signing]

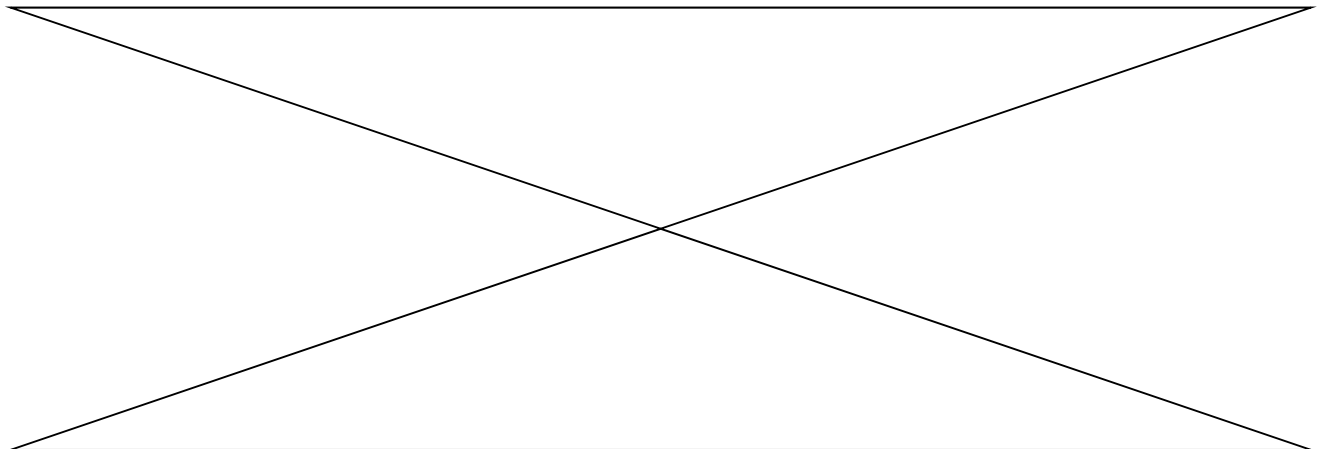
FORM 5
PRICE BID FORMAT

Sl. No.	Department	Description	Rate
1	PGPEX-VLM	<p><u>Web Version of Brochure :-</u> PDF Version of Brochures (Long Brochure – 58 pages maximum with Cover, Short Brochure – 6 Pages) with appropriate formatting. Layout - 3 sizes Low Resolution – PDF (size : less than 1 MB) Medium Resolution – PDF (size : in between 1 MB to 3 MB) Master Copy – PDF in High Resolution.</p> <p><u>Short Brochure :-</u> Page Size : 8.25"x11.25" Paper Type : Art Board Thickness : 250 GSM No. of Pages : 6 (Colour) Binding : Three Fold. Colour : 4+4 colour. Quantity : 25</p> <p>High-End Digital Photography of Individual student profiles (40 students) + Candid shoot of students in campus and other photos (1 man day)</p>	
2	MBAEx	<p><u>Web Version of Brochure :-</u> PDF Version of Brochures (Long Brochure – 58 pages maximum with Cover, Short Brochure – 8 Pages) with appropriate formatting. Layout - 3 sizes fold Low Resolution – PDF (size : less than 1 MB) Medium Resolution – PDF (size : in between 1 MB to 3 MB) Master Copy – PDF in High Resolution.</p> <p><u>Short Brochure : -</u> Page Size : 8.25"x11.25" Paper Type : Art Board, Thickness : 250 GSM No. of Pages : 8 Binding : Single Fold Colour : 4+4 colour. Quantity : 25</p> <p>High-End Digital Photography of Individual student profiles (80 students) + Candid shoot of students in campus and other photos (1 man day)</p>	

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO : IIMC/PUR/BROCHURES/CDPO/24-25 DATED: 06 MAY 2024

Sl. No.	Department	Description	Rate
3	MBA	<p>Web Version of Recruitment Brochure :- PDF Version of Brochures (Brochure – 32 pages) including Cover with appropriate designing, composition and formatting. Size : 8.5"x12" Master Copy – PDF in High Resolution.</p> <p>Batch Profile :- Paper Size: 8.5"x12". No. of Photograph per page : 6 (minimum) Pages : 80+4 (cover included)</p> <p>High-End Digital Photography of Individual student profiles (960 students) + Candid shoot of students in campus and other photos (6 man day) ** MBA-I & MBA-II batch Photography</p>	
4	PGDBA	<p>Web Version of Brochure :- PDF Version of Brochures (Long Brochure – 46 pages maximum, Short Brochure – 4 Pages) with appropriate formatting. Low Resolution – PDF (size : less than 1 MB) Medium Resolution – PDF (size : in between 1 MB to 3 MB) Master Copy – PDF in High Resolution.</p>	
		<p>High-End Digital Photography of Individual student profiles (120 students) + Candid shoot of students in campus and other photos (1.5 man day)</p>	
		Total Amount	

Note. Quoted rate should inclusive all incidental charges (if any). No incidental amount will be paid by IIMC, other than mentioned in BOQ. This Price Bid Format is for indicative purpose only. Rate should be quoted in BOQ uploaded on CPP Portal. IIMC will not be held responsible for leaking of rate in case of Bidder/ Agency/ Company quote their rate in this indicative Price Bid Format.



FORM 6
INTEGRITY PACT

(To be signed on Plain Paper)
(To be submitted as part of Technical bid)

INTEGRITY PACT FOR TENDER DOCUMENT NO _____ TENDER TITLE _____

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

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (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 _____, '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: -

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.

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.

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'

3) 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 cartelization 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.
- 4) 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

- 5) 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.
- 6) 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

- 7) 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.
- 8) 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

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

- 10) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 11) 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

- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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 recues himself/ herself from that case.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) 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

21) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

22) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

23) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

24) 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.

25) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

26) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

27) For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)